



AGENDA

**SPECIAL MEETING OF THE STUART CITY COMMISSION
COMMUNITY REDEVELOPMENT AGENCY AND
COMMUNITY REDEVELOPMENT BOARD
JUNE 27, 2022 AT 4:00 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

CITY COMMISSION

**Mayor Merritt Matheson
Vice Mayor Troy McDonald
Commissioner Becky Bruner
Commissioner Eula R. Clarke
Commissioner Mike Meier**

COMMUNITY REDEVELOPMENT AGENCY

**Chairperson - Merritt Matheson
Vice Chairperson - Troy McDonald
Board Member - Becky Bruner
Board Member - Eula R. Clarke
Board Member - Mike Meier
Board Member - Tom Campenni
Board Member - Pete Walson**

COMMUNITY REDEVELOPMENT BOARD

**Chairman - Tom Campenni
Vice Chairman - Nina Dooley
Board Member - Chris Lewis
Board Member - Katie Makemson
Board Member - Nikolaus Schroth
Board Member - Frank Wacha
Board Member - Pete Walson**

ADMINISTRATION

**City Manager, David Dyess
City Attorney, Michael Mortell
City Clerk, Mary R. Kindel
Development Director, Kevin Freeman**

Agenda items are available on our website at <http://www.cityofstuart.us>
Phone: (772) 288-5306. Fax: (772) 288-5305. E-mail: mkindel@ci.stuart.fl.us

In compliance with the Americans with Disabilities Act (ADA), anyone who needs a special accommodation to attend this meeting should contact the City's ADA coordinator at 772-288-5306 at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

If a person decides to appeal any decision made by the Board with respect to any matter considered at this meeting, he will need a record of the proceeding, and that for such purpose he may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

(RC) next to an item denotes there is a City Code requirement for a Roll Call vote.

(QJ) next to an item denotes that it is a quasi-judicial matter or public hearing.

WHAT IS CIVILITY? Civility is caring about one's identity, needs and beliefs without degrading someone else's in the process. Civility is more than merely being polite. Civility requires staying "present" even with those persons with whom we have deep-rooted and perhaps strong disagreements. It is about constantly being open to hear, learn, teach and change. It seeks common ground as a beginning point for dialogue. It is patience, grace, and strength of character. Civility is practiced in our City Hall.

PUBLIC COMMENT: If a member of the public wishes to comment upon ANY subject matter, including quasi-judicial matters, please submit a Request to Speak form. These forms are available in the back of the Commission Chambers, and should be given to the City Clerk prior to introduction of the item number you would like to address.

CONSENT CALENDAR: Those matters included under the Consent Calendar are self-explanatory, non-controversial, and are not expected to require review or discussion. All items will be enacted by one motion. If discussion on an item is desired by any City Commissioner that item may be removed by a City Commissioner from the Consent Calendar and considered separately. If an item is quasi-judicial it may be removed by a Commissioner or any member of the public from the Consent Calendar and considered separately.

QUASI-JUDICIAL HEARINGS: Some of the matters on the Agenda may be "quasi-judicial" in nature. City Commissioners will disclose all ex-parte communications, and may be subject to voir dire by any interested party regarding those communications. All witnesses testifying will be "sworn" prior to their testimony. However, the public is permitted to comment without being sworn. Unsworn testimony will be given appropriate weight and credibility by the City Commission.

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES

1. APPROVAL OF 05/23/2022 CRA MINUTES

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

COMMENTS BY BOARD MEMBERS (Non-Agenda Items)

ACTION ITEMS

2. REDA AGREEMENT WITH MIDDLE ISLAND MANAGEMENT & DEVELOPMENT, LLC (RC):

RESOLUTION No. 04-2022 CRA; A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CHAIRPERSON TO EXECUTE AN AGREEMENT BETWEEN THE STUART COMMUNITY REDEVELOPMENT AGENCY AND MIDDLE ISLAND MANAGEMENT & DEVELOPMENT, LLC, PROVIDING FOR THE ALLOCATION OF TAX INCREMENT FUNDS GENERATED FROM THE INCREASE IN PROPERTY VALUE TO THE TAX PARCEL OF THE ATLANTIC POINT MARINA MIXED-USE DEVELOPMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

3. REDA AGREEMENT WITH NEW URBAN COMMUNITIES (RC):

RESOLUTION No. 05-2022 CRA; A RESOLUTION OF THE COMMUNITY

REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CHAIRPERSON TO EXECUTE AN AGREEMENT BETWEEN THE STUART COMMUNITY REDEVELOPMENT AGENCY AND NEW URBAN COMMUNITIES AND STUART COURTHOUSE, LLC., PROVIDING FOR THE ALLOCATION OF TAX INCREMENT FUNDS GENERATED FROM THE INCREASE IN PROPERTY VALUE TO THE TAX PARCEL OF THE STUART COURTHOUSE URBAN PLANNED UNIT DEVELOPMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

4. D&D DOWNTOWN VALET PARKING PROGRAM

STAFF UPDATE

ADJOURNMENT

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Joint CRA/CRB/CCM**

Meeting Date: 6/27/2022

Prepared by:

Title of Item:

APPROVAL OF 05/23/2022 CRA MINUTES

Summary Explanation/Background Information on Agenda Request:

Funding Source:

Recommended Action:

ATTACHMENTS:

1. 05232022 CRA Minutes

**MINUTES
COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART
MAY 23, 2022
AT 4:30 PM
COMMISSION CHAMBERS
121 SW FLAGLER AVE.
STUART, FLORIDA 34994**

COMMUNITY REDEVELOPMENT BOARD

**Chairman - Chris Lewis
Vice Chairman - Tom Campenni
Board Member - Nina Dooley
Board Member - Katherine Makemson
Board Member - Nikolaus Schroth
Board Member - Frank Wacha
Board Member - Pete Walson**

ADMINISTRATIVE

**Development Director, Kev Freeman
CRA Administrator, Pinal Gandhi-Savdas
Board Secretary, Jordan Pinkston**

CALL TO ORDER

ROLL CALL

4:32 PM

PRESENT: Chairperson Matheson, Vice Chairperson McDonald, Board Member Bruner, Board Member Meier, Board Member Campenni, Board Member Walson.

4:32 PM Board Member Clarke arrived just after Rollcall.

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA

4:33 PM MOTION: Approve.

MOVED BY: Mike Meier

SECONDED BY: Tom Campenni

Motion approved unanimously.

COMMENTS FROM THE PUBLIC (3 Minutes Max.)

COMMENTS BY BOARD MEMBERS (Non-Agenda Items)

ACTION ITEMS

1. PRESENTATION OF THE APPLICATIONS FOR THE BUSINESS IMPROVEMENT REIMBURSEMENT PROGRAM (BIRP) FOR FY 2022.

4:34 PM

Pinal Gandhi-Savdas, CRA Administrator, presented the Business Improvement Reimbursement Program including the different businesses who applied for the program and the proposed ideas. The applicants were as follows:

- Cosmetics Plastic Surgery Medical Office - exterior paint and landscaping
- Luxe Fine Art & Photography - repaving parking lot and driveway, landscaping, and repairs to front stoop
- Dive Training & Education Center - clear shrubs and landscaping
- Stuart Ceramic Art Studio - new freestanding sign, a bench, and shade tree
- Care Plus Associates, Inc. - parking lot improvements, landscaping, and a bench
- Greene Building - replacement of metal awning

Board Member Meier asked what the total budget of this program. Ms. Gandhi-Savdas stated that it was \$50,000.00 and the projects before them equates to approximately \$43,000.00.

Board Member Clarke commented she wants to ensure that the awning is installed on the Greene Building securely as the building is older. Pinal stated that they would go through the permit process and inspections would be done.

PUBLIC COMMENT:

1.) Debra "D" Eby - 15 MLK Jr Blvd, owner of Stuart Ceramic Art Studio, spoke about her proposed idea and turned in 3 pages for the record.

4:47 PM MOTION: To accept all for discussion purposes.

MOVED BY: Tom Campenni

SECONDED BY: Troy McDonald

Motion approved unanimously.

2. EXPANSION OF OUTDOOR DINING (RC):

RESOLUTION No. 06-2022 CRA; A RESOLUTION OF THE BOARD OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE EXPANSION OF THE OUTDOOR DINING PROGRAM BOUNDARY AND USE OF THE PUBLIC-RIGHT-OF-WAY FOR DINING AREA; PROVIDING FOR CONFLICTS; SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE, AND FOR OTHER PURPOSES.

Ms. Gandhi-Savdas presented the expansion of outdoor dining and the restaurants that are a part of the program. She requested approval of Resolution No. 06-2022 CRA.

Board Member McDonald stated that he believes this is a great program and is happy that we are continuing the expansion.

**4:54 PM MOTION: Approve.
MOVED BY: Mike Meier
SECONDED BY: Tom Campenni
Motion approved unanimously.**

STAFF UPDATE

ADJOURNMENT

4:57 PM

Mary R. Kindel, Secretary

Merritt Matheson, Chair

**Minutes to be approved at the CRA
Meeting this __ day of _____, 2022**

CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Community Redevelopment Board

Meeting Date: 6/27/2022

Prepared by: Pinal Gandhi-Savdas

Title of Item:

REDA AGREEMENT WITH MIDDLE ISLAND MANAGEMENT & DEVELOPMENT, LLC (RC):

RESOLUTION No. 04-2022 CRA; A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CHAIRPERSON TO EXECUTE AN AGREEMENT BETWEEN THE STUART COMMUNITY REDEVELOPMENT AGENCY AND MIDDLE ISLAND MANAGEMENT & DEVELOPMENT, LLC, PROVIDING FOR THE ALLOCATION OF TAX INCREMENT FUNDS GENERATED FROM THE INCREASE IN PROPERTY VALUE TO THE TAX PARCEL OF THE ATLANTIC POINT MARINA MIXED-USE DEVELOPMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Community Redevelopment Board

On May 3, 2022, the Community Redevelopment Board recommended approval of the Real Estate Development Accelerator (REDA) Agreement for the Atlantic Point Marina Mixed-Use Development.

Summary

The proposed development project is located on the old Evinrude site overlooking the St Lucie River and near the downtown core. The project aims to create a destination marina. Atlantic Point Marina will consist of rehabilitation and repurposing of existing underutilized buildings and creating a mixed-use development project consisting of an office, retail, restaurant, boat storage and marina. The development will offer 107-boat slips to handle large vessels, a boat barn with a capacity to store 456 boats, and a glass building for an office and restaurant. The project will help meet the growing demand in the boating community, create jobs in the marine industry, and preserve and restore the historic Evinrude buildings.

The underutilized site with domed rooftop buildings is highly visible from the St Lucie River, NW Dixie Highway and the future Brightline train passersby. Revitalization of the site with a new development will enhance the visual character of the downtown further north along Dixie Highway and St Lucie River and provide economic activity benefits as a waterfront community. Middle Island Management & Development will also provide a public board walk along the marina which will connect to the public path extending north to the end of the Harborage community.

The applicant of Atlantic Point Marina has requested that the CRA provide economic development incentives for the project. Because of the nature of the project and it's potential to positively impact the City, the staff is proposing to establish a REDA agreement to share the future TIF revenue with the developer of Atlantic Point Marina pursuant to the terms and conditions of the attached agreement.

Funding Source:

CRA Future Tax Increment Revenue from the Atlantic Point Marina Mixed-Use Development Project.

Recommended Action:

Motion to approve Resolution No. 04-2022.

ATTACHMENTS:

1. Resolution No. 04-2022 Atlantic Point Marina REDA
2. REDA Agreement
3. TIF Revenue Sharing Projection Table



**BEFORE THE COMMUNITY REDEVELOPMENT AGENCY
CITY OF STUART, FLORIDA**

RESOLUTION NO. 04-2022 CRA

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CHAIRPERSON TO EXECUTE AN AGREEMENT BETWEEN THE STUART COMMUNITY REDEVELOPMENT AGENCY AND MIDDLE ISLAND MANAGEMENT & DEVELOPMENT, LLC, PROVIDING FOR THE ALLOCATION OF TAX INCREMENT FUNDS GENERATED FROM THE INCREASE IN PROPERTY VALUE TO THE TAX PARCEL OF THE ATLANTIC POINT MARINA MIXED USE DEVELOPMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on March 28, 2022, the Community Redevelopment Agency Board approved a Resolution No. 01-2022, amending the Real Estate Development Accelerator (REDA) Program; and

WHEREAS, on July 23, 2018, the Community Redevelopment Agency Board adopted Resolution No. 06-2018, adopting the Real Estate Development Accelerator (REDA) Pilot Program.

WHEREAS, the program guidelines were amended and property eligibility criteria were established to limit the program to specific sites and buildings within the Community Redevelopment Area that will contribute to economic prosperity of the community; and

WHEREAS, the REDA Program application for the Atlantic Point Marina Mixed Use Project was submitted prior to the amendments to the program; and

WHEREAS, the project will facilitate economic development of underutilized property and the development of mixed use project will create employment opportunities and provide new services and amenities that will directly benefit the City and its residents; and

WHEREAS, the proposed agreement between the Stuart CRA and Middle Island Management & Development, LLC, to share the increased tax revenues will fulfill the intent of the CRA Plan and provide incentives to the developer to add amenities that will improve the quality of life and provide long-term benefits to the community; and

WHEREAS, the Community Redevelopment Agency of the City of Stuart will receive a substantial benefit from this agreement.

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY BOARD OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Stuart Community Redevelopment Agency authorizes the Board Chairperson to execute an agreement between the Stuart Community Redevelopment Agency and Middle Island Management & Development, LLC, sharing the increased tax revenue increment as set forth in the agreement.

SECTION 2: This resolution shall take effect upon adoption.

Board Member _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Board Member _____ and upon being put to a roll call vote, the vote was as follows: vote was as follows:

Resolution No. 04-2022 CRA
 Atlantic Point Marina Mixed Use REDA Agreement

MERRITT MATHESON, CHAIRPERSON
 TROY MCDONALD, VICE CHAIRPERSON
 BECKY BRUNER, BOARD MEMBER
 MIKE MEIER, BOARD MEMBER
 EULA R. CLARKE, BOARD MEMBER
 PETE WALSON, EX-OFFICIO BOARD MEMBER
 TOM CAMPENNI, EX-OFFICIO BOARD MEMBER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of _____, 2022.

ATTEST:

 MARY KINDEL
 CITY CLERK

 MERRITT MATHESON
 CHAIRPERSON

APPROVED AS TO FORM
 AND CORRECTNESS:

 MICHAEL MORTELL
 CITY ATTORNEY

**CRA REAL ESTATE DEVELOPMENT ACCELERATOR (REDA) PROGRAM
GRANT AGREEMENT FOR THE ATLANTIC POINT MARINA PROJECT**

This Real Estate Development Accelerator (REDA) Pilot Program Grant Agreement (the “Grant Agreement”) is made and entered into this _____ day of _____, 2022, (the “Effective Date”) by and between the **City of Stuart, Florida Community Redevelopment Agency (CRA)**, an entity created pursuant to Part III of Chapter 163, Florida Statutes, and **Middle Island Management & Development LLC**, a Florida limited liability company (**Company**).

WHEREAS, the **Company** is an entity to redevelop a parcel that will benefit the City and its residents by creating economic opportunities, increasing local employment opportunities, increasing the property tax, and stimulating development in the City; and

WHEREAS, the tax increments which will be the subject to this agreement shall consist of parcel of the Atlantic Point Marina (the “Property” or “Atlantic Point Marina”) as set forth in Exhibits “A” and “B” attached hereto; and

WHEREAS, the **Company** desires to redevelop and revitalize the Property into a mixed-use development known as the Atlantic Point Marina, and as consideration for this agreement shall make improvements that will directly benefit the public as further defined in Section 4 below; and

WHEREAS, the **Company** has requested that the CRA provide certain economic development incentives related to the development; and

WHEREAS, **Company** will help to achieve the goals of the CRA’s Community Redevelopment Area Plan to provide a mixed-use development; and

WHEREAS, the CRA is committed to the continual redevelopment and revitalization of areas which have not achieved their full development potential. Because of the nature of Atlantic Point Marina and its potential to positively impact the city, the CRA is proposing to provide a Tax Increment Incentive Payment to the **Company**; and

WHEREAS, the Florida Legislature has encouraged the use of public-private partnerships to rehabilitate and redevelop property within a Community Redevelopment Area; and

WHEREAS, the CRA plan provides incentives in the form of Tax Increment Incentive Payments (as defined below); and

WHEREAS, the purpose of the CRA’s involvement in this redevelopment project is to encourage and accelerate the timing of the redevelopment and completion of specific components of the Atlantic Point Marina, thus generating additional tax increment revenue, which will result in enhanced economic benefit to the community and provide stability and potential for future development of adjacent properties.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement as if fully set forth herein.

Section 2. Definitions. The following terms shall have the following meanings:

“Lender” means the bank or banks, or other financial institution or institutions, or other persons or entities primarily responsible for providing financing to the Developer, or Owners of property within the Atlantic Point Marina.

“Property” means the parcel making up the Atlantic Point Marina. The only parcel which will qualify for tax increment distribution is attached hereto as Exhibit “A” and Exhibit “B”.

“Tax Increment Incentive Payment” means the portion of the Tax Increment Revenues directly attributable to Atlantic Point Marina to be provided by the CRA pursuant to this Grant Agreement.

“Tax Increment Revenue” means the “increment revenues” (as defined in Section 163.340(22), Part III of Chapter 163, Florida Statutes) deposited into the Trust Fund that are directly attributable to Atlantic Point Marina calculated in accordance with the formula set forth in section 163.387(1), Florida Statutes. For purposes of Section 3(B) below, the “Base Year” shall be the ad valorem taxes as set forth in the initial Real Property TRIM notice published by the Martin County Property Appraiser (no later than August 15 of each year) that has been published more than 120 days prior to the issuance of the first Certificate of Occupancy. If the trim notice has been published less than 120 days prior to the issuance of the first Certificate of Occupancy, then the previous year’s trim noticed mailed by the Property Appraiser in the August of the prior calendar year shall be used.

“Tax Parcel” means the parcel making up the Atlantic Point Marina. The tax parcel is attached hereto as Exhibit “B”. Only one tax parcel listed in this agreement shall qualify for REDA. If additional parcels are created that are not listed in this agreement, no value shall be used from said parcels and no TIF shall be due to development on said parcels.

“Taxable Assessed Value” means, for any Tax Parcel, the assessed value for property-tax purposes as determined by the Martin County Property Appraiser or, if applicable, the Value Adjustment Board or the Nineteenth Judicial Circuit.

“Trust Fund” means the Redevelopment Trust Fund for the Community Redevelopment Area established pursuant to §163.387, Florida Statutes, into which are deposited the “increment revenues” (as defined in Section 163.340(22), Part III of Chapter 163, Florida Statutes) appropriated and paid each Fiscal Year by each taxing authority in connection with the Community Redevelopment Area.

Section 3. Tax Incentive Payment.

A. **Recapture Period.** Provided that the real estate taxes levied on the Property are paid and the **Company** complies with Section 4 referenced herein, the Tax Increment Incentive Payment will be provided to **Company** on an annual basis over a 5-year period (the “Recapture Period”). The five annual payments shall be made on May 1st of each year. In the event, the **Company** is not in default of its development order and complies with Section 4 referenced herein, the City shall pay the incentive payment on May 1, 2024; May 1, 2025; May 1, 2026; May 1, 2027, and May 1, 2028.

B. **Calculation of Tax Increment Incentive Payment.** The amount of the Tax Incentive Payment shall be 50% of the Tax Increment Revenue (TIF) resulting from increases in the taxable assessed value of the parcel listed in Exhibit “B”, for each year of the five-year period. The TIF is 95% of the difference between the base year ad valorem tax and the current year ad valorem tax. If the taxable assessed value of the Property (as determined by the Martin County Property Appraiser, taking into consideration any allowable adjustments by the Value Adjustment Board) in any year during the Recapture Period exceeds the “Base Year”, the Tax Increment Incentive Payment shall equal 50% of the Tax Increment Revenue. The incentive shall be 50% of the increased TIF for each calendar year during the five-year period as set forth herein. The amount of the payment shall be determined annually based upon the actual TIF generated for each calendar year.

C. The CRA’s obligation to provide the Tax Increment Incentive Payment to the **Company** shall terminate upon either (a) failure to comply with a condition of this agreement by the Company or (b) the expiration of the five-year reimbursement period. In the event, the **Company** files an annual status report, the CRA will mail notice to the **Company** by each April 1 during the Recapture Period of the amount of the Tax Increment Revenue directly attributable to the parcel listed in Exhibit “B” and the applicable Tax Increment Incentive Payment which will be made on May 1 of the same year so long as the PUD is not in default.

Section 4. Public Benefits

A. The presence of the Development in the City will benefit the City and its residents by demolishing underutilized building, creating economic opportunities, increasing local employment opportunities, creating a mixed-use development, improving the quality of life with new services and amenities, and increasing the property tax. Together it will directly benefit the City and the improvements are determined to be necessary for the public health, safety and welfare, and a public purpose.

Section 5. Covenants and Representations of Company. The **Company** hereby covenants, represents, and acknowledges the following covenants and representations that the CRA has relied upon in agreeing to provide the incentives described herein:

A. **Company.** The **Company** is an entity whose members are the fee simple owner of parcel described in Exhibit “B” and will be constructing the development.

B. Approvals. The Atlantic Point Marina has received a development order approval with the City of Stuart necessary to develop Atlantic Point Marina, including the Property.

C. Taxable Value of Property. The **Company** shall not intentionally take any action or omit to take any action that would cause the taxable value of Atlantic Point Marina to materially diminish (other than as provided by law to petition the Value Adjustment Board or to otherwise challenge the property appraiser’s valuation).

Section 6. Annual Status Reports. In the recapture period, the **Company** shall submit to the CRA by no later than each February 15th, annual status reports evidencing and certifying compliance with the Covenants and Representations contained in Section 4, such annual status reports to be in a form reasonably acceptable to the City Manager and the CRA’s Executive Director.

Provided that the real estate taxes levied on the Property are not delinquent and the **Company** complies with Section 4 referenced herein, the Tax Increment Incentive Payment will be provided to **Company** on an annual basis over a five-year period (the “Recapture Period”). The five annual payments shall be made on May 1st of each year. In the event that the Atlantic Point Marina for the subject parcel is not in default and evidencing and certifying compliance with the Covenants and Representations contained in Section 4, the City shall pay the incentive payment on May 1, 2023; May 1, 2024; May 1, 2025; May 1, 2026, and May 1, 2027.

Section 8. Indemnification. This agreement in no way creates a joint venture between the parties. The purpose of this document is to provide a TIF incentive to the **Company** for enhancing the CRA, which is a public benefit.

Section 9. Breach and Remedy.

A. **Company’s Breach.** Subject to Force Majeure (as defined herein), the **Company** failure to comply at all times with its obligations contained herein, including, but not limited to, the Covenants and Representations shall be a material breach of this Grant Agreement. Upon such breach, the CRA may deny the payment of any incentive provided for herein. In the event that the CRA Director or City Manager provides a remedy to cure the breach, the **Company** shall not have more than 120 days from its receipt of the notice to cure such breach.

The failure to cure such breach within the time period provided for above shall result in the immediate termination of this Grant Agreement. In the event of such termination, all incentive payments contemplated hereunder shall immediately cease and the obligation to provide such incentives shall be forever discharged. Additionally, CRA shall have the right to require specific performance under the terms and conditions of this Grant Agreement.

B. CRA Breach. In the event that the CRA materially breaches any of its respective obligations contained herein, including, but not limited to the obligation to provide the incentives, the **Company** must notify the CRA within 30 calendar days of the breach or the claim for the breach will be waived. If the **Company** prevails in any legal proceeding requiring the CRA to pay an economic development incentive provided for herein, then the CRA, as appropriate, shall pay statutory interest on the amount due.

Section 10. Bankruptcy or Re-organization. In the event (a) an order or decree is entered appointing a receiver of the **Company** or its assets, which is not appealed (or if appealed is determined adverse to the **Company**) or (b) a petition is filed by the Company for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty days after the filing thereof, then the CRA shall have the right to terminate immediately this Grant Agreement.

Section 11. No Liability or Monetary Remedy. The **Company** hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the CRA, and that the CRA bears no liability for direct, indirect or consequential damages. The only remedy available to the **Company** for any breach by the CRA is contained herein.

Section 12. Severability. Any provision of this Grant Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable.

Section 13. Effective Date and Term. This Grant Agreement shall become effective on the Effective Date of the adoption of the resolution and severability provisions set forth herein.

Section 14. Relationship. This Grant Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture among the CRA, and the **Company**. The **Company** cannot create any obligation or responsibility on behalf of the CRA or bind the CRA in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Grant Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Grant Agreement or any responsibility or obligation contemplated herein. The **Company** further represents and acknowledges that no one was paid a fee, commission, gift or other consideration by the **Company** as an inducement to entering into this Grant Agreement.

Section 15. Personal Liability. No provision of this Grant Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the CRA in an individual capacity and neither shall any such

individuals be subject to personal liability by reason of any covenant or obligation of the CRA hereunder.

Section 16. Applicable Law and Venue. This Grant Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Grant Agreement must be brought and heard in Martin County, Florida.

Section 17. Amendment. This Grant Agreement may not be amended, unless evidenced in writing and executed by all parties hereto.

Section 18. Notices. Any notices required to be given hereunder shall be effective upon receipt and sent by either facsimile, hand-delivery, U.S. mail, first class, postage prepaid, or by certified or registered mail (return receipt requested) to the following addresses:

To the CRA
121 SW Flagler Avenue
Stuart, Florida 34994
Email: pgandhi@ci.stuart.fl.us

To Company:

Jeff Hardin
Middle Island Management & Development, LLC
75 NW Flagler Avenue
Stuart, FL 34994
jeff.hardin@straticon.com

Section 19. Captions. The captions and headings of sections or paragraphs used in this Grant Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Grant Agreement.

Section 20. Entire Agreement; Conflicts. This Grant Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the CRA and **Company** have executed this Grant Agreement as of the Effective Date.

COMMUNITY REDEVELOPMENT AGENCY

By: _____
Merritt Matheson, Chairperson

Attest:

Mary Kindel, City Clerk

Approved as to form and legal sufficiency
this ____ day of _____, 20__.

Michael Mortell, City Attorney,
City of Stuart, Florida

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Eula R. Clarke, who is personally known to me.

Notary Public, State of Florida
Printed Name: _____

**Company – MIDDLE ISLAND MANAGEMENT & DEVELOPMENT LLC
a Florida limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:
(1) Sign Name:
Print Name: _____

(2) Sign Name: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as the _____ of _____, a Florida limited liability company, and who has acknowledged that he/she has executed the same on behalf of _____ and that he/she was authorized to do so. He/She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Printed Name: _____

EXHIBIT A - LOCATION MAP



EXHIBIT B

PCN#	Lot # & Legal *
32-37-41-004-020-00110-0	RIVERSIDE PARK, LOTS 11 THRU 28

**To properly make the calculations regarding the benefits due to the applicant, the “Base Year” shall be the valuation as set forth in the initial Real Property TRIM notice published by the Martin County Property Appraiser (no later than August 15 of each year) that has been published more than 120 days prior to the issuance of the first Certificate of Occupancy. If the trim notice has been published less than 120 days prior to the issuance of the first Certificate of Occupancy, then the previous year’s trim noticed mailed by the Property Appraiser in the August of the prior calendar year shall be used.*

Example:

(A) Developer obtains C/O on February 1, 2023. Then Base value is the value set forth in the Trim Notice sent by property appraiser in August 2022.

(B) Developer obtains C/O on November 1, 2023. (Because the most recent trim Notice was published in August 2023, it shall be agreed to use the August 2022 trim notice). Then August 2022 Trim notice shall be used and not the trim notice issued 60 days prior.

Atlantic Point Marina

	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)**	Year 4 (2025)	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)
Base Assessed Value*	\$12,711,680	\$12,711,680	\$13,000,000	\$13,000,000	\$13,000,000	\$13,000,000	\$13,000,000	\$13,000,000	\$13,000,000	\$13,000,000
New Assessed Value	\$13,000,000	\$15,000,000	\$29,647,530	\$30,530,009	\$31,471,757	\$32,476,880	\$33,549,774	\$34,695,144	\$35,918,026	\$37,223,808
Increment Assessed Value	\$288,320	\$2,288,320	\$16,647,530	\$17,530,009	\$18,471,757	\$19,476,880	\$20,549,774	\$21,695,144	\$22,918,026	\$24,223,808
City Mil	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0	5.0
City TIF Contribution	\$1,370	\$10,870	\$79,076	\$83,268	\$87,741	\$92,515	\$97,611	\$103,052	\$108,861	\$115,063
County Mil	6.7619	6.7619	6.7619	6.7619	6.7619	6.7619	6.7619	6.7619	6.7619	6.7619
County TIF Contribution	\$1,852	\$14,700	\$106,940	\$112,609	\$118,659	\$125,116	\$132,008	\$139,365	\$147,221	\$155,609
Total TIF Contribution	\$3,222	\$25,569	\$186,016.26	\$195,876.91	\$206,399.81	\$217,630.86	\$229,619.17	\$242,417.31	\$256,081.55	\$270,672.11
Revenue Allocation										
Tax Parcel (Developer)	\$0	\$0	\$93,008	\$97,938	\$103,200	\$108,815	\$114,810	\$0	\$0	\$0
CRA	\$3,222	\$25,569	\$93,008	\$97,938	\$103,200	\$108,815	\$114,810	\$242,417	\$256,082	\$270,672
Total TIF Revenue to Developer										\$517,771
Total TIF Revenue to CRA										\$1,315,734

**Five-year recapture period shall be May 2024 - May 2028

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Community Redevelopment Board**

Meeting Date: 6/27/2022

Prepared by: Pinal Gandhi-Savdas

Title of Item:

REDA AGREEMENT WITH NEW URBAN COMMUNITIES (RC):

RESOLUTION No. 05-2022 CRA; A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CHAIRPERSON TO EXECUTE AN AGREEMENT BETWEEN THE STUART COMMUNITY REDEVELOPMENT AGENCY AND NEW URBAN COMMUNITIES AND STUART COURTHOUSE, LLC., PROVIDING FOR THE ALLOCATION OF TAX INCREMENT FUNDS GENERATED FROM THE INCREASE IN PROPERTY VALUE TO THE TAX PARCEL OF THE STUART COURTHOUSE URBAN PLANNED UNIT DEVELOPMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Community Redevelopment Board

On May 3, 2022, the Community Redevelopment Board recommended approval of the Real Estate Development Accelerator (REDA) Agreement for the Stuart Courthouse UPUD.

Summary

On June 13, 2022, the Commission approved an Urban Planned Unit Development consisting of two four-story, mixed-use buildings fronting SE Ocean Blvd with commercial space on the ground floor and 52 rental apartment units on the 2nd, 3rd, and 4th floors. This infill development will bring new businesses and housing options to the extension of the downtown further east along SE Ocean Blvd. The housing options will provide opportunities for Stuart's workforce to live near jobs, bring yearlong residents who want to live, work, shop, and dine in Stuart, help sustain downtown businesses, and increase downtown activity and demand for goods and services, creating a more vibrant downtown. Further, the project will make off-site improvements to the SE Detroit Avenue streetscape and add public value as well as tie the project together as a cohesive development.

The applicant of Stuart Courthouse UPUD has requested that the CRA provide economic development incentives for the project. Because of the nature of the project and it's potential to positively impact the City, the staff is proposing to establish a REDA agreement to share the future TIF revenue with the developer of Stuart Courthouse pursuant to the terms and conditions of the attached agreement.

Funding Source:

CRA Future Tax Increment Revenue from the Stuart Courthouse project.

Recommended Action:

Motion to approve Resolution No. 05-2022.

ATTACHMENTS:

1. Resolution No. 05-2022 Stuart Courthouse REDA
2. REDA Agreement
3. TIF Revenue Sharing Projection Table



**BEFORE THE COMMUNITY REDEVELOPMENT AGENCY
CITY OF STUART, FLORIDA**

RESOLUTION NO. 05-2022 CRA

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF STUART, FLORIDA, AUTHORIZING THE CHAIRPERSON TO EXECUTE AN AGREEMENT BETWEEN THE STUART COMMUNITY REDEVELOPMENT AGENCY AND NEW URBAN COMMUNITIES AND STUART COURTHOUSE, LLC, PROVIDING FOR THE ALLOCATION OF TAX INCREMENT FUNDS GENERATED FROM THE INCREASE IN PROPERTY VALUE TO THE TAX PARCEL OF THE STUART COURTHOUSE URBAN PLANNED UNIT DEVELOPMENT; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

WHEREAS, on March 28, 2022, the Community Redevelopment Agency Board approved a Resolution No. 01-2022, amending the Real Estate Development Accelerator (REDA) Program; and

WHEREAS, on July 23, 2018, the Community Redevelopment Agency Board adopted Resolution No. 06-2018, adopting the Real Estate Development Accelerator (REDA) Pilot Program.

WHEREAS, the program guidelines were amended and property eligibility criteria were established to limit the program to specific sites and buildings within the Community Redevelopment Area that will contribute to economic prosperity of the community; and

WHEREAS, the REDA Program application for the Stuart Courthouse Urban Planned Unit Development (UPUD) Project was submitted prior to the amendments to the program; and

WHEREAS, the project will promote revitalization of vacant infill properties and the development of mixed use project will create an opportunity to bring new businesses to the extension of downtown east along SE Ocean Blvd. and housing options for Stuart's workforce who want to live near jobs; and

WHEREAS, improvements to SE Detroit Avenue streetscape will directly benefit the City and its residents; and

WHEREAS, the proposed agreement between the Stuart CRA and New Urban Communities and Stuart Courthouse, LLC, to share the increased tax revenues will fulfill the intent of the CRA Plan and provide incentives to the developer to facilitate infill development that will improve the quality of life and provide long-term benefits to the community; and

WHEREAS, the Community Redevelopment Agency of the City of Stuart will receive a substantial benefit from this agreement.

BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY BOARD OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Stuart Community Redevelopment Agency authorizes the Board Chairperson to execute an agreement between the Stuart Community Redevelopment Agency and New Urban Communities and Stuart Courthouse, LLC, sharing the increased tax revenue increment as set forth in the agreement.

SECTION 2: This resolution shall take effect upon adoption.

Resolution No. 04-2022 CRA
Stuart Courthouse UPUD REDA Agreement

Board Member _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Board Member _____ and upon being put to a roll call vote, the vote was as follows: vote was as follows:

MERRITT MATHESON, CHAIRPERSON
TROY MCDONALD, VICE CHAIRPERSON
BECKY BRUNER, BOARD MEMBER
MIKE MEIER, BOARD MEMBER
EULA R. CLARKE, BOARD MEMBER
PETE WALSON, EX-OFFICIO BOARD MEMBER
TOM CAMPENNI, EX-OFFICIO BOARD MEMBER

YES	NO	ABSENT	ABSTAIN

ADOPTED this _____ day of _____, 2022.

ATTEST:

MARY KINDEL
CITY CLERK

MERRITT MATHESON
CHAIRPERSON

APPROVED AS TO FORM
AND CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY

**CRA REAL ESTATE DEVELOPMENT ACCELERATOR (REDA) PROGRAM
GRANT AGREEMENT FOR THE STUART COURTHOUSE PROJECT**

This Real Estate Development Accelerator (REDA) Pilot Program Grant Agreement (the “Grant Agreement”) is made and entered into this _____ day of _____, 2021, (the “Effective Date”) by and between the **City of Stuart, Florida Community Redevelopment Agency (CRA)**, an entity created pursuant to Part III of Chapter 163, Florida Statutes, and **New Urban Communities and Stuart Courthouse, LLC**, a Florida limited liability company (**Company**).

WHEREAS, the **Company** is an entity to develop and revitalize the vacant property and incorporate it into a mixed-use development known as the Stuart Courthouse Urban Planned Unit Development (hereinafter “Stuart Courthouse”), and

WHEREAS, the development of the parcel will benefit the City and its residents by providing housing options in downtown creating live, work and play community, increasing the property tax, and stimulating development in the City; and

WHEREAS, the tax increments which will be the subject to this agreement shall consist of parcel of the Stuart Courthouse UPUD (the “Property”) as set forth in Exhibit “A” attached hereto; and

WHEREAS, the **Company** has requested that the CRA provide certain economic development incentives related to the development; and

WHEREAS, **Company** will help to achieve the goals of the CRA’s Community Redevelopment Area Plan to facilitate economic development of underutilized properties and provide residential options and mixed-use to promote commercial and pedestrian activity at street level; and

WHEREAS, the CRA is committed to the continual redevelopment and revitalization of areas which have not achieved their full development potential. Because of the nature of Stuart Courthouse UPUD and its potential to positively impact the city, the CRA is proposing to provide a Tax Increment Incentive Payment to the **Company**; and

WHEREAS, the Florida Legislature has encouraged the use of public-private partnerships to rehabilitate and redevelop property within a Community Redevelopment Area; and

WHEREAS, the CRA plan provides incentives in the form of Tax Increment Incentive Payments (as defined below); and

WHEREAS, the purpose of the CRA’s involvement in this redevelopment project is to encourage and accelerate the timing of the redevelopment and completion of specific components of the Stuart Courthouse, thus generating additional tax increment revenue,

which will result in enhanced economic benefit to the community and provide stability and potential for future development of adjacent properties.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained, and such other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

Section 1. Recitals. The foregoing recitals are true and correct and are incorporated into and made a part of this Agreement as if fully set forth herein.

Section 2. Definitions. The following terms shall have the following meanings:

"Lender" means the bank or banks, or other financial institution or institutions, or other persons or entities primarily responsible for providing financing to the Developer, or Owners of property within the Stuart Courthouse UPUD.

"Property" means the parcel making up the Stuart Courthouse UPUD. The only parcel which will qualify for tax increment distribution are attached hereto as Exhibit "A".

"Tax Increment Incentive Payment" means the portion of the Tax Increment Revenues directly attributable to Stuart Courthouse UPUD to be provided by the CRA pursuant to this Grant Agreement.

"Tax Increment Revenue" means the "increment revenues" (as defined in Section 163.340(22), Part III of Chapter 163, Florida Statutes) deposited into the Trust Fund that are directly attributable to Stuart Courthouse's calculated in accordance with the formula set forth in section 163.387(1), Florida Statutes. For purposes of Section 3(B) below, the "Base Year" shall be the ad valorem tax as set forth in the initial Real Property TRIM notice published by the Martin County Property Appraiser (no later than August 15 of each year) that has been published more than 120 days prior to the issuance of the first Certificate of Occupancy. If the trim notice has been published less than 120 days prior to the issuance of the first Certificate of Occupancy, then the previous year's trim noticed mailed by the Property Appraiser in the August of the prior calendar year shall be used.

"Tax Parcel" means the parcel making up the Stuart Courthouse UPUD. The two parcels are attached hereto as Exhibit "B". Only two tax parcels listed in this agreement shall qualify for REDA. If additional parcels are created that are not listed in this agreement, no value shall be used from said parcels and no TIF shall be due to development on said parcels.

"Taxable Assessed Value" means, for any Tax Parcel, the assessed value for property-tax purposes as determined by the Martin County Property Appraiser or, if applicable, the Value Adjustment Board or the Nineteenth Judicial Circuit.

"Trust Fund" means the Redevelopment Trust Fund for the Community Redevelopment Area established pursuant to §163.387, Florida Statutes, into which are deposited the

“increment revenues” (as defined in Section 163.340(22), Part III of Chapter 163, Florida Statutes) appropriated and paid each Fiscal Year by each taxing authority in connection with the Community Redevelopment Area.

Section 3. Tax Incentive Payment.

A. **Recapture Period.** Provided that the real estate taxes levied on the Property are paid and the **Company** complies with Section 4 referenced herein, the Tax Increment Incentive Payment will be provided to **Company** on an annual basis over a 5-year period (the “Recapture Period”). The five annual payments shall be made on May 1st of each year. In the event, the **Company** is not in default of its development order and complies with Section 4 referenced herein, the City shall pay the incentive payment on May 1, 2025; May 1, 2026; May 1, 2027; May 1, 2028, and May 1, 2029.

B. **Calculation of Tax Increment Incentive Payment.** The amount of the Tax Incentive Payment shall be 50% of the Tax Increment Revenue (TIF) resulting from increases in the taxable assessed value of the parcel listed in Exhibit “B”, for each year of the five-year period. The TIF is 95% of the difference between the base year ad valorem tax and the current year ad valorem tax. If the taxable assessed value of the Property (as determined by the Martin County Property Appraiser, taking into consideration any allowable adjustments by the Value Adjustment Board) in any year during the Recapture Period exceeds the “Base Year”, the Tax Increment Incentive Payment shall equal 50% of the Tax Increment Revenue. The incentive shall be 50% of the increased TIF for each calendar year during the five-year period as set forth herein. The amount of the payment shall be determined annually based upon the actual TIF generated for each calendar year.

C. The CRA’s obligation to provide the Tax Increment Incentive Payment to the **Company** shall terminate upon either (a) failure to comply with a condition of this agreement by the Company or (b) the expiration of the five-year reimbursement period. In the event, the **Company** files the annual status report, the CRA will mail notice to the **Company** by each April 1 during the Recapture Period of the amount of the Tax Increment Revenue directly attributable to the parcel listed in Exhibit “B” and the applicable Tax Increment Incentive Payment which will be made on May 1 of the same year so long as the PUD is not in default.

Section 4. Public Benefits

A. The presence of the Development in the City will benefit the City and its residents by creating a mixed-use infill development to bring new businesses to downtown and housing options for Stuart’s workforce, improving the quality of life where people can live near their work, reducing infrastructure demand, revitalizing the extension of downtown core, and increasing the property tax. Together, it will directly benefit the City and the improvements are determined to be necessary for the public health, safety and welfare, and a public purpose.

Section 5. Covenants and Representations of Company. The **Company** hereby covenants, represents, and acknowledges the following covenants and representations that the CRA has relied upon in agreeing to provide the incentives described herein:

A. **Company.** The **Company** is an entity whose members are the fee simple owners of parcels described in Exhibit "B" and whose members will be constructing the development.

B. Approvals. The Stuart Courthouse has received a development order approval with the City of Stuart necessary to develop Stuart Courthouse, including the Property.

C. Taxable Value of Property. **Company** shall not intentionally take any action or omit to take any action that would cause the taxable value of Stuart Courthouse to materially diminish (other than as provided by law to petition the Value Adjustment Board or to otherwise challenge the property appraiser's valuation).

Section 6. Annual Status Reports. In the recapture period, the **Company** shall submit to the CRA by no later than each February 15th, annual status reports evidencing and certifying compliance with the Covenants and Representations contained in Section 4, such annual status reports to be in a form reasonably acceptable to the City Manager and the CRA's Executive Director.

Provided that the real estate taxes levied on the Property are not delinquent and the **Company** complies with Section 4 referenced herein, the Tax Increment Incentive Payment will be provided to **Company** on an annual basis over a five-year period (the "Recapture Period"). The five annual payments shall be made on May 1st of each year. In the event that the Stuart Courthouse UPUD for the subject parcel is not in default and evidencing and certifying compliance with the Covenants and Representations contained in Section 4, the City shall pay the incentive payment on May 1, 2025; May 1, 2026; May 1, 2027; May 1, 2028, and May 1, 2029.

Section 8. Indemnification. This agreement in no way creates a joint venture between the parties. The purpose of this document is to provide a TIF incentive to the **Company** for enhancing the CRA, which is a public benefit.

Section 9. Breach and Remedy.

A. **Company's Breach.** Subject to Force Majeure (as defined herein), the **Company** failure to comply at all times with its obligations contained herein, including, but not limited to, the Covenants and Representations shall be a material breach of this Grant Agreement. Upon such breach, the CRA may deny the payment of any incentive provided for herein. In the event that the CRA Director or City Manager provides a remedy to cure the breach, the **Company** shall not have more than 120 days from its receipt of the notice to cure such breach.

The failure to cure such breach within the time period provided for above shall result in the immediate termination of this Grant Agreement. In the event of such termination, all

incentive payments contemplated hereunder shall immediately cease and the obligation to provide such incentives shall be forever discharged. Additionally, CRA shall have the right to require specific performance under the terms and conditions of this Grant Agreement.

B. **CRA Breach.** In the event that the CRA materially breaches any of its respective obligations contained herein, including, but not limited to the obligation to provide the incentives, the **Company** must notify the CRA within 30 calendar days of the breach or the claim for the breach will be waived. If the **Company** prevails in any legal proceeding requiring the CRA to pay an economic development incentive provided for herein, then the CRA, as appropriate, shall pay statutory interest on the amount due.

Section 10. Bankruptcy or Re-organization. In the event (a) an order or decree is entered appointing a receiver of the **Company** or its assets, which is not appealed (or if appealed is determined adverse to the **Company**) or (b) a petition is filed by the Company for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty days after the filing thereof, then the CRA shall have the right to terminate immediately this Grant Agreement.

Section 11. No Liability or Monetary Remedy. The **Company** hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the CRA, and that the CRA bears no liability for direct, indirect or consequential damages. The only remedy available to the **Company** for any breach by the CRA is contained herein.

Section 12. Severability. Any provision of this Grant Agreement held by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be severable and shall not be construed to render the remainder to be invalid, illegal or unenforceable.

Section 13. Effective Date and Term. This Grant Agreement shall become effective on the Effective Date of the adoption of the resolution and severability provisions set forth herein.

Section 14. Relationship. This Grant Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture among the CRA, and the **Company**. The **Company** cannot create any obligation or responsibility on behalf of the CRA or bind the CRA in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Grant Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisers as it has deemed necessary. Each party acknowledges that none of the other parties hereto is acting as a fiduciary for or an adviser to it in respect of this Grant Agreement or any responsibility or obligation contemplated herein. The **Company** further represents and acknowledges that no one was paid a fee, commission, gift or

other consideration by the **Company** as an inducement to entering into this Grant Agreement.

Section 15. Personal Liability. No provision of this Grant Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the CRA in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the CRA hereunder.

Section 16. Applicable Law and Venue. This Grant Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Any action, in equity or law, with respect to this Grant Agreement must be brought and heard in Martin County, Florida.

Section 17. Amendment. This Grant Agreement may not be amended, unless evidenced in writing and executed by all parties hereto.

Section 18. Notices. Any notices required to be given hereunder shall be effective upon receipt and sent by either facsimile, hand-delivery, U.S. mail, first class, postage prepaid, or by certified or registered mail (return receipt requested) to the following addresses:

To the CRA
121 SW Flagler Avenue
Stuart, Florida 34994
Email: pgandhi@ci.stuart.fl.us

To **Company**:

Timothy Hernandez, Principal
New Urban Communities and Stuart Courthouse, LLC
200 Congress Park Drive, Suite 201
Delray Beach, FL 33445
Thernandez@newurbancommunities.com

Section 19. Captions. The captions and headings of sections or paragraphs used in this Grant Agreement are for convenient reference only and shall not limit, define or otherwise affect the substance or construction of provisions of this Grant Agreement.

Section 20. Entire Agreement; Conflicts. This Grant Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof.

IN WITNESS WHEREOF, the CRA and **Company** have executed this Grant Agreement as of the Effective Date.

COMMUNITY REDEVELOPMENT AGENCY

By: _____
Eula R. Clarke, Chairperson

Attest:

Clerk

Approved as to form and legal sufficiency
this ____ day of _____, 20__.

Michael Mortell, City Attorney,
City of Stuart, Florida

STATE OF FLORIDA
COUNTY OF MARTIN

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by Merritt Matheson, who is personally known to me.

Notary Public, State of Florida
Printed Name: _____

**Company – NEW URBAN COMMUNITIES AND STUART COURTHOUSE, LLC
a Florida limited liability company**

By: _____
Name: _____
Title: _____

Witnesses:
(1) Sign Name:
Print Name: _____

(2) Sign Name: _____
Print Name: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by _____, as the _____ of _____, a Florida limited liability company, and who has acknowledged that he/she has executed the same on behalf of _____ and that he/she was authorized to do so. He/She is personally known to me or has produced _____ as identification.

Notary Public, State of Florida
Printed Name: _____

EXHIBIT A - LOCATION MAP



EXHIBIT B

PCN#	Lot # & Legal *
04-38-41-006-000-00410-4	HIGH SCHOOL, LOTS 41 THRU 45 (LESS S 25 OF LOT 41 FOR R/W)
04-38-41-006-000-00210-6	HIGH SCHOOL, N 1/2 OF LOTS 21 & 40, ALL LOTS 22 & 23 38 & 39 (LESS THE W 4 OF LOT 23 & LESS PH 1 CIVITAS PLACE CONDO PER DEC IN OR 2281/439 & 1ST AMD IN OR 2282/118)

**To properly make the calculations regarding the benefits due to the applicant, the “Base Year” shall be the valuation as set forth in the initial Real Property TRIM notice published by the Martin County Property Appraiser (no later than August 15 of each year) that has been published more than 120 days prior to the issuance of the first Certificate of Occupancy. If the trim notice has been published less than 120 days prior to the issuance of the first Certificate of Occupancy, then the previous year’s trim noticed mailed by the Property Appraiser in the August of the prior calendar year shall be used.*

Example:

(A) Developer obtains C/O on February 1, 2024. Then Base value is the value set forth in the Trim Notice sent by property appraiser in August 2023.

(B) Developer obtains C/O on November 1, 2024. (Because the most recent trim Notice was published in August 2024, it shall be agreed to use the August 2023 trim notice). Then August 2023 Trim notice shall be used and not the trim notice issued 60 days prior.

Stuart Courthouse UPUD

	Year 1 (2022)	Year 2 (2023)	Year 3 (2024)	Year 4 (2025)**	Year 5 (2026)	Year 6 (2027)	Year 7 (2028)	Year 8 (2029)	Year 9 (2030)	Year 10 (2031)
Base Assessed Value*	\$496,242	\$496,242	\$496,242	\$824,000	\$824,000	\$824,000	\$824,000	\$824,000	\$824,000	\$824,000
New Assessed Value	\$800,000	\$824,000	\$848,720	\$9,374,182	\$9,655,407	\$9,945,069	\$10,243,421	\$10,550,724	\$10,867,246	\$11,193,263
Incremental Assessed Value	\$303,758	\$327,758	\$352,478	\$8,550,182	\$8,831,407	\$9,121,069	\$9,419,421	\$9,726,724	\$10,043,246	\$10,369,263
City Millage	5.0000	5.0000	5.0000	5.0000	5.0000	5.0000	5.0000	5.0000	5.0000	5.0000
City TIF Contribution	\$1,443	\$1,557	\$1,674	\$40,613	\$41,949	\$43,325	\$44,742	\$46,202	\$47,705	\$49,254
County Millage	6.7934	6.7934	6.7934	6.7934	6.7934	6.7934	6.7934	6.7934	6.7934	6.7934
County TIF Contribution	\$1,960	\$2,115	\$2,275	\$55,181	\$56,996	\$58,865	\$60,790	\$62,774	\$64,816	\$66,920
Total TIF Contribution	\$3,403	\$3,672.11	\$3,949.07	\$95,793.93	\$98,944.70	\$102,190.00	\$105,532.65	\$108,975.59	\$112,521.81	\$116,174.42
Revenue Allocation										
Tax Parcels (Developer)	\$0	\$0	\$0	\$47,897	\$49,472	\$51,095	\$52,766	\$54,488	\$0	\$0
CRA	\$3,403	\$3,672	\$3,949	\$47,897	\$49,472	\$51,095	\$52,766	\$54,488	\$112,522	\$116,174
Total TIF Revenue to Developer										\$255,718
Total TIF Revenue to CRA										\$379,265

**Five-year recapture period shall be May 2025 - May 2029

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Joint CRA/CRB/CCM**

Meeting Date: 6/27/2022

Prepared by: Pinal Gandhi-Savdas

Title of Item:

D&D DOWNTOWN VALET PARKING PROGRAM

Summary Explanation/Background Information on Agenda Request:

In October 2018, Walker Parking Consultant completed the Parking Study that provided parking needs analysis and strategic recommendation to manage parking in the downtown. The study provided 17 major recommendations to address the issue of low parking availability during peak activity hours in several high demand areas, which creates the perception of a parking problem in downtown. One of the immediate actions recommended is to enhance the valet parking locations by providing better visibility and promotion of the valet service.

In previous years, the City had an agreement with the valet service operator to set-up a valet station in front of the City Hall and utilize the public parking lot behind the Stuart Heritage Museum (Feed Store) for storing cars. However, with the extension of the 3-hour parking restrictions to 8 PM to promote parking outside of the downtown core for downtown employees and increase parking availability for visitors in the downtown core, the valet service operator noticed that the downtown employees started using the parking lot behind the Feed Store where there are no time restrictions, leaving little to no space available for valet parking storage.

In September 2019, the City Commission authorized to issue a Request for Proposal (RFP) for the Downtown Valet Parking Program. In October 2019, the city entered into a license agreement with 'The Parking Solutions' to utilize the parking lots at the City Hall and behind the Annex Building for the operation of the valet parking service. There are approximately 60 parking spaces available with the two lots combined. Exclusive valet parking lots during the peak season and activity hours allow for maximizing lot space via being able to stack cars and stage vehicles in both parking lots, which translates into 25-30 new spaces at one time. The parking lots closer to the downtown core are more ideal for valet service because visitors seek the most convenient parking to their destination.

The agreement with the valet operator was to provide service during the peak season, Thursday thru Saturday in the evening from 5:00 PM – 10:00 PM from December 1, 2019 – May 31, 2020, with the option to extend the contract two times for one-year renewals, for a total of three years. The proposal included a flat fee of \$150 per month for the use of right-of-way and revenue sharing of \$2.50 for each car parked after the first 40 cars parked on each day of service. The valet operator charged customers \$5 per car for the service. The valet parking log and fees are attached.

Due to COVID-19, the valet parking agreement was terminated in March 2020. Since the pandemic was a continuously evolving disease for the last two peak seasons and the uncertainty of shows at the Lyric Theatre, staff did not bring the valet parking item for discussion until now.

The city also had a separate agreement with LouRonzo's to utilize 3 designated "loading zone" parking spaces on the east side of SE Colorado Avenue adjacent to the restaurant for valet parking operation and utilizing private parking lots at the east end of the historic district for parking storage. The agreement allowed LouRonzo's to charge \$5 per car to any downtown visitors going to other shops or restaurants and provide complimentary valet service for its customers. LouRonzo's paid a flat fee of \$150 per month (annual fee of \$1,800) to the city to utilize the three designated "Loading Zone" parking spaces for valet

operation. Typically, the city charges a monthly rental fee of \$121 per parking space for the outdoor dining program on public property. However, the valet parking license agreement allowed LouRonzo's to pay a discounted fee in exchange for providing valet service to downtown visitors at the south end of the historic district. Since there is a change of ownership, a new license agreement will be required. The city's Downtown Valet Parking Program excluded the city's agreement with LouRonzo's for public/private valet parking service.

Based on the valet parking log and previous operation experience, it is recommended that the Downtown Valet Parking Program should be limited during the peak season from January – April. The valet parking service serves as a benefit and an added convenience for downtown visitors. Therefore, it is recommended that the new parking agreement shall only have a monthly flat fee requirement for the operation of the valet service and the use of right-of-way.

Funding Source:

N/A

Recommended Action:

Direct staff to:

1. Advertise for an RFP for valet parking service on parking lots at the City Hall and behind the Annex Building during the next peak season (2023).
2. Renew the license agreement with the new owner of the restaurant (f.k.a. LouRonzo's) for the three designated "Loading Zone" parking spaces.

ATTACHMENTS:

1. Complete Log Report 2019-2020
2. Agenda_2018_10_8_Meeting - Parking Analysis Summary
3. Agenda_2019_8_26_Meeting - D&D Valet Parking Operation
4. Agenda_2019_9_9_Meeting - Advertise an RFP
5. Agenda_2019_10_28_Meeting - Execute License Agreement with Parking Solution
6. The Parking Solution - Executed Agreement
7. Valet Parking Location Map
8. Agenda_2019_11_25_Meeting(776) - LouRonzo's Agreement

Downtown Stuart Valet Parking Log

Day	Date	# of non-valet cars at 6 PM	Total Cars Parked	# of Complaints/ Emails	Flat Monthly Fee	Revenue Sharing
Thursday	12/5/2019	22	11	1		
Friday	12/6/2019	14	18	0		
Saturday	12/7/2019	21	31	2		
Thursday	12/12/2019	23	20	0		
Friday	12/13/2019	32	77	0		
Saturday	12/14/2019	16	22	1		
Thursday	12/19/2019	4	6	0		
Friday	12/20/2019	10	28	0		
Saturday	12/21/2019	25	35	2		
Thursday	12/26/2019	8	10	0		
Friday	12/27/2019	19	71	0		
Saturday	12/28/2019	26	29	2		
TOTAL					\$150	\$170
Thursday	1/2/2020	6	21	0		
Friday	1/3/2020	7	30	0		
Saturday	1/4/2020	30	34	0		
Thursday	1/9/2020	16	40	0		
Friday	1/10/2020	25	45	1		
Saturday	1/11/2020	32	44	0		
Thursday	1/16/2020	14	50	0		

Friday	1/17/2020	12	80	0		
Saturday	1/18/2020	35	51	0		
Thursday	1/23/2020	13	31	0		
Friday	1/24/2020	17	91	0		
Saturday	1/25/2020	20	41	0		
Thursday	1/30/2020	25	26	0		
Friday	1/31/2020	15	63	1 - not enough light/setup		
TOTAL					\$150	\$362.50
Saturday	2/1/2020	22	51	0		
Thursday	2/6/2020	23	45	0		
Friday	2/7/2020	20	62	0		
Saturday	2/8/2020	17	29	0		
Thursday	2/13/2020	16	51	0		
Friday	2/14/2020	21	59	0		
Saturday	2/15/2020	30	58	0		
Thursday	2/20/2020	30	57	0		
Friday	2/21/2020	18	45	0		
Saturday	2/22/2020	19	44	0		
Thursday	2/27/2020	20	39	0		
Friday	2/28/2020	22	75	0		
Saturday	2/29/2020	27	60	0		
TOTAL					\$150	\$417.50
Thursday	3/5/2020	12	35	0		
Friday	3/6/2020	17	44	0		
Saturday	3/7/2020	21	44	0		

DOWNTOWN STUART PARKING LOG

THURSDAY Date: 12/5 **5-10pm**

STARTING TICKET #	<u> 2001 </u>	ENDING TICKET #	<u> 2011 </u>
# of Valets working	<u> 2 </u>	TOTAL CARS PARKED	<u> 11 </u>
# of NON-Valets cars in lot at 6pm	<u> 22 </u>	# of Complaints? If any explain below:	<u> 1 </u>

 Signs and banners not in good spots, complaints people couldn't see them

FRIDAY Date: 12/6 **5-10pm**

STARTING TICKET #	<u> 2012 </u>	ENDING TICKET #	<u> 2029 </u>
# of Valets working	<u> 2 </u>	TOTAL CARS PARKED	<u> 18 </u>
# of NON-Valets cars in lot at 6pm	<u> 14 </u>	# of Complaints? If any explain below:	<u> 0 </u>

SATURDAY Date: 12/7 **5-10pm**

STARTING TICKET #	<u> 2030 </u>	ENDING TICKET #	<u> 2060 </u>
# of Valets working	<u> 1 </u>	TOTAL CARS PARKED	<u> 31 </u>
# of NON-Valets cars in lot at 6pm	<u> 21 </u>	# of Complaints? If any explain below:	<u> 0 </u>

DOWNTOWN STUART PARKING LOG

THURSDAY Date: 12/12 5-10pm

STARTING TICKET #	<u>2061</u>	ENDING TICKET #	<u>2080</u>
# of Valets working	<u>1</u>	TOTAL CARS PARKED	<u>20</u>
# of NON-Valets cars in lot at 6pm	<u>23</u>	# of Complaints? If any explain below:	

 Signs and banners not in good spots, complaints people couldn't see them

FRIDAY Date: 12/13 5-10:45pm

STARTING TICKET #	<u>2081</u>	ENDING TICKET #	<u>2158</u>
# of Valets working	<u>2</u>	TOTAL CARS PARKED	<u>77</u>
# of NON-Valets cars in lot at 6pm	<u>32</u>	# of Complaints? If any explain below:	

SATURDAY Date: 12/14 5-10pm

STARTING TICKET #	<u>2159</u>	ENDING TICKET #	<u>2180</u>
# of Valets working	<u>2</u>	TOTAL CARS PARKED	<u>22</u>
# of NON-Valets cars in lot at 6pm	<u>16</u>	# of Complaints? If any explain below:	<u>0</u>

DOWNTOWN STUART PARKING LOG

THURSDAY Date: 12/19 5-10pm

STARTING TICKET #	<u>2081</u>	ENDING TICKET #	<u>2086</u>
# of Valets working	<u>1</u>	TOTAL CARS PARKED	<u>6</u>
# of NON-Valets cars in lot at 6pm	<u>4</u>	# of Complaints? If any explain below:	

 Signs and banners not in good spots, complaints people couldn't see them

FRIDAY Date: 12/20 5-10:45pm

STARTING TICKET #	<u>2087</u>	ENDING TICKET #	<u>2213</u>
# of Valets working	<u>2</u>	TOTAL CARS PARKED	<u>28</u>
# of NON-Valets cars in lot at 6pm	<u>10</u>	# of Complaints? If any explain below:	

SATURDAY Date: 12/21 5-10pm

STARTING TICKET #	<u>2214</u>	ENDING TICKET #	<u>2250</u>
# of Valets working	<u>2</u>	TOTAL CARS PARKED	<u>35</u>
# of NON-Valets cars in lot at 6pm	<u>25</u>	# of Complaints? If any explain below:	<u>0</u>

DOWNTOWN STUART PARKING LOG

THURSDAY Date: 12/26 5-10pm

STARTING TICKET #	<u>2251</u>	ENDING TICKET #	<u>2260</u>
# of Valets working	<u>1</u>	TOTAL CARS PARKED	<u>10</u>
# of NON-Valets cars in lot at 6pm	<u>8</u>	# of Complaints? If any explain below:	

FRIDAY Date: 12/27 5-10pm

STARTING TICKET #	<u>2261</u>	ENDING TICKET #	<u>2331</u>
# of Valets working	<u>2</u>	TOTAL CARS PARKED	<u>71</u>
# of NON-Valets cars in lot at 6pm	<u>19</u>	# of Complaints? If any explain below:	

SATURDAY Date: 12/28 5-10pm

STARTING TICKET #	<u>2332</u>	ENDING TICKET #	<u>2360</u>
# of Valets working	<u>2</u>	TOTAL CARS PARKED	<u>29</u>
# of NON-Valets cars in lot at 6pm	<u>26</u>	# of Complaints? If any explain below:	

DOWNTOWN STUART PARKING LOG

THURSDAY Date: 1/2 5-10pm

STARTING TICKET #	<u> 2361 </u>	ENDING TICKET #	<u> 2381 </u>
# of Valets working	<u> 1 </u>	TOTAL CARS PARKED	<u> 21 </u>
# of NON-Valets cars in lot at 6pm	<u> 6 </u>	# of Complaints? If any explain below:	

FRIDAY Date: 1/3 5-10pm

STARTING TICKET #	<u> 2382 </u>	ENDING TICKET #	<u> 2412 </u>
# of Valets working	<u> 2 </u>	TOTAL CARS PARKED	<u> 30 </u>
# of NON-Valets cars in lot at 6pm	<u> 7 </u>	# of Complaints? If any explain below:	

SATURDAY Date: 1/4 5-10pm

STARTING TICKET #	<u> 2413 </u>	ENDING TICKET #	<u> 2446 </u>
# of Valets working	<u> 2 </u>	TOTAL CARS PARKED	<u> 34 </u>
# of NON-Valets cars in lot at 6pm	<u> 30 </u>	# of Complaints? If any explain below:	

DOWNTOWN STUART PARKING LOG

THURSDAY Date: 1/9 5-10pm

STARTING TICKET #	2447	ENDING TICKET #	2487
# of Valets working	2	TOTAL CARS PARKED	40
# of NON-Valets cars in lot at 6pm	16	# of Complaints? If any explain below:	

FRIDAY Date: 1/10 5-10pm

STARTING TICKET #	6287-6299, 1000	ENDING TICKET #	1031
# of Valets working	2	TOTAL CARS PARKED	45
# of NON-Valets cars in lot at 6pm	25	# of Complaints? If any explain below:	

SATURDAY Date: 1/11 5-10pm

STARTING TICKET #	1032	ENDING TICKET #	1076
# of Valets working	2	TOTAL CARS PARKED	44
# of NON-Valets cars in lot at 6pm	32	# of Complaints? If any explain below:	

DOWNTOWN STUART PARKING LOG

THURSDAY Date: 1/16 5-10pm

STARTING TICKET #	1076-1080, 1251	ENDING TICKET #	1295
# of Valets working	2	TOTAL CARS PARKED	50
# of NON-Valets cars in lot at 6pm	14	# of Complaints? If any explain below:	

FRIDAY Date: 1/17 5-10pm

STARTING TICKET #	1296	ENDING TICKET #	1378
# of Valets working	2	TOTAL CARS PARKED	80
# of NON-Valets cars in lot at 6pm	12	# of Complaints? If any explain below:	

SATURDAY Date: 1/18 5-10pm

STARTING TICKET #	1379	ENDING TICKET #	1429
# of Valets working	2	TOTAL CARS PARKED	51
# of NON-Valets cars in lot at 6pm	35	# of Complaints? If any explain below:	

DOWNTOWN STUART PARKING LOG

THURSDAY Date: 1/23 5-10pm

STARTING TICKET #	1441	ENDING TICKET #	1471
# of Valets working	2	TOTAL CARS PARKED	31
# of NON-Valets cars in lot at 6pm	13	# of Complaints? If any explain below:	

FRIDAY Date: 1/24 5-10pm

STARTING TICKET #	1472-1500, 1157	ENDING TICKET #	1219
# of Valets working	2	TOTAL CARS PARKED	91
# of NON-Valets cars in lot at 6pm	17	# of Complaints? If any explain below:	

SATURDAY Date: 1/25 5-10pm

STARTING TICKET #	1220	ENDING TICKET #	1260
# of Valets working	2	TOTAL CARS PARKED	41
# of NON-Valets cars in lot at 6pm	20	# of Complaints? If any explain below:	

DOWNTOWN STUART PARKING LOG

THURSDAY Date: 1/30 5-10pm

STARTING TICKET #	1765	ENDING TICKET #	1789
# of Valets working	2	TOTAL CARS PARKED	26
# of NON-Valets cars in lot at 6pm	25	# of Complaints? If any explain below:	

FRIDAY Date: 1/31 5-10pm

STARTING TICKET #	1790	ENDING TICKET #	1852
# of Valets working	2	TOTAL CARS PARKED	63
# of NON-Valets cars in lot at 6pm	15	# of Complaints? If any explain below:	1, no lights

SATURDAY Date: 2/1 5-10pm

STARTING TICKET #	1853	ENDING TICKET #	1903
# of Valets working	2	TOTAL CARS PARKED	51
# of NON-Valets cars in lot at 6pm	22	# of Complaints? If any explain below:	

DOWNTOWN STUART PARKING LOG

THURSDAY Date: 2/6 5-10pm

STARTING TICKET #	1904	ENDING TICKET #	1948
# of Valets working	2	TOTAL CARS PARKED	45
# of NON-Valets cars in lot at 6pm	23	# of Complaints? If any explain below:	

FRIDAY Date: 2/7 5-10pm

STARTING TICKET #	1949-1999, 6500	ENDING TICKET #	6511
# of Valets working	2	TOTAL CARS PARKED	62
# of NON-Valets cars in lot at 6pm	20	# of Complaints? If any explain below:	

SATURDAY Date: 2/8 5-10pm

STARTING TICKET #	6512	ENDING TICKET #	6539
# of Valets working	2	TOTAL CARS PARKED	29
# of NON-Valets cars in lot at 6pm	17	# of Complaints? If any explain below:	

DOWNTOWN STUART PARKING LOG

THURSDAY Date: 2/13 5-10pm

STARTING TICKET #	6540	ENDING TICKET #	6590
# of Valets working	1	TOTAL CARS PARKED	51
# of NON-Valets cars in lot at 6pm	16	# of Complaints? If any explain below:	

FRIDAY Date: 2/14 5-10pm

STARTING TICKET #	6591	ENDING TICKET #	6652
# of Valets working	2	TOTAL CARS PARKED	59
# of NON-Valets cars in lot at 6pm	21	# of Complaints? If any explain below:	

SATURDAY Date: 2/15 5-10pm

STARTING TICKET #	6653	ENDING TICKET #	6711
# of Valets working	2	TOTAL CARS PARKED	58
# of NON-Valets cars in lot at 6pm	30	# of Complaints? If any explain below:	

DOWNTOWN STUART PARKING LOG

THURSDAY Date: 2/20 5-10pm

STARTING TICKET #	6712-6750, 1251	ENDING TICKET #	1269
# of Valets working	2	TOTAL CARS PARKED	57
# of NON-Valets cars in lot at 6pm	30	# of Complaints? If any explain below:	

FRIDAY Date: 2/21 5-10pm

STARTING TICKET #	1270	ENDING TICKET #	1314
# of Valets working	2	TOTAL CARS PARKED	45
# of NON-Valets cars in lot at 6pm	18	# of Complaints? If any explain below:	

SATURDAY Date: 2/22 5-10pm

STARTING TICKET #	1315	ENDING TICKET #	1359
# of Valets working	2	TOTAL CARS PARKED	44
# of NON-Valets cars in lot at 6pm	19	# of Complaints? If any explain below:	

DOWNTOWN STUART PARKING LOG

THURSDAY Date: _____ 2/27 _____ 5-10pm

STARTING TICKET #	1360	ENDING TICKET #	1398
# of Valets working	2	TOTAL CARS PARKED	39
# of NON-Valets cars in lot at 6pm	20	# of Complaints? If any explain below:	

FRIDAY Date: _____ 2/28 _____ 5-10pm

STARTING TICKET #	1399	ENDING TICKET #	1473
# of Valets working	2	TOTAL CARS PARKED	75
# of NON-Valets cars in lot at 6pm	22	# of Complaints? If any explain below:	

SATURDAY Date: _____ 2/29 _____ 5-10pm

STARTING TICKET #	1474-1499, 1000	ENDING TICKET #	1034
# of Valets working	2	TOTAL CARS PARKED	60
# of NON-Valets cars in lot at 6pm	27	# of Complaints? If any explain below:	

DOWNTOWN STUART PARKING LOG

THURSDAY Date: _____ 3/5 _____ 5-10pm

STARTING TICKET #	1035	ENDING TICKET #	1069
# of Valets working	2	TOTAL CARS PARKED	35
# of NON-Valets cars in lot at 6pm	12	# of Complaints? If any explain below:	

FRIDAY Date: _____ 3/6 _____ 5-10pm

STARTING TICKET #	1070	ENDING TICKET #	1109
# of Valets working	2	TOTAL CARS PARKED	44
# of NON-Valets cars in lot at 6pm	17	# of Complaints? If any explain below:	

SATURDAY Date: _____ 3/7 _____ 5-10pm

STARTING TICKET #	1110	ENDING TICKET #	1154
# of Valets working	2	TOTAL CARS PARKED	44
# of NON-Valets cars in lot at 6pm	21	# of Complaints? If any explain below:	

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST CITY COMMISSION

Meeting Date: 10/8/2018

Prepared by: Pinal Gandhi-Savdas

Title of Item:

Stuart Downtown Future Parking Needs Analysis and Recommendations.

Summary Explanation/Background Information on Agenda Request:

On October 9, 2017, the City Commission approved the final agreement between the City and Walker Parking Consultants/Engineers, Inc. to provide Future Parking Needs Analysis and strategic recommendation to manage parking in the downtown.

A Parking Advisory Committee, which comprised of Director of Development Department, Director of Finance Department, Director of Community Redevelopment/Assistant to the City Manager, Executive Director of Stuart Main Street and Main Street board member, was formed to provide input and direction to Walker as the Future Parking Needs Analysis report was developed.

To initiate the future parking needs analysis, Walker interviewed the City Commissioners to gain insight on existing conditions and challenges associated with downtown parking program.

In January 2018, Walker completed a comprehensive review of the existing public and private parking inventory spaces throughout the downtown Stuart parking study area.

Walker divided the study area into six smaller zones to complete the parking utilization counts by walking block-by-block throughout the study area during the peak season for a typical weekday activity and weekend activity and to provide recommendations for managing and maximizing the available existing inventory by zone. The report also provides parking adequacy levels on a map for parking areas in each zone.

In May 2018, Walker hosted a community stakeholder meeting with the members of the Downtown Business Association and the Main Street Merchants Association to share initial findings from Walker's inventory identification and utilization analysis, as well as solicit feedback from key stakeholders in the downtown study area.

The study concluded that Stuart downtown area does not have a parking shortage. It did, however, recognize that the downtown has limited parking availability during peak activity hours in several high demand areas which creates the perception of a parking problem.

The study provides 17 major recommendations for addressing the issue of low parking availability. It includes the following:

Immediate (12 months)

- Redesign the tram service for fixed route schedule during peak hours.
- Repurpose a few of the parallel parking for ride-hailing services.
- Identify the key location for loading zone that could be converted to visitor parking space.
- Enhance valet parking station locations by providing better advertising and visibility.
- Provide bicycle storage racks.
- Extend the 3-hour parking hours to 8:00 PM.
- Shared parking agreements with private lots.

Mid-Term (2-5 Years)

- Partner with Martin County to create short-term shared parking at Courthouse parking lots for evening and weekend employees.
- Regulate more on-street parking on SW Flagler Ave from St Lucie Ave to Flagler Place.
- Designate Sailfish parking lot and on-street parking spaces outside of historic district to weekday employee parking.
- Redesign parking inventory along South Dixie Highway.
- Implement on-street paid-parking in the core downtown area (SE Osceola St).
- Implement an advanced parking guidance system and effective wayfinding signs to inform of available parking options.
- Golf cart parking on Seminole Street.

Long-Term (5 Years+)

- Expand residential permit parking program.
- Private/public partnership for structured parking.
- Design and construct additional parking inventory on County parking parcels along SE Flagler Ave.

A complete list of recommendations and actions necessary to implement the recommendations with their associated costs and implementation feasibility (immediate, mid-term, long-term) is provided for consideration.

From the recommendations provided in the report, staff has prepared a First-Year Action Plan to be accomplished by staff in collaboration with other departments and external organizations. The action plan is a systematic series of actions that will advance from immediate goals to achieving mid-term and long-term objectives in the future. The consultant has provided an estimated costs associated with each action item. To achieve the immediate action items, staff has identified potential funding sources available to implement the various components of the action plan. As opportunities come up with a site or developer, staff will review and implement mid and long-term recommendations to serve the changing nature of the downtown area.

Community Redevelopment Board

The parking study was presented to the CRB on August 7, 2018. Comments received at the meeting has further helped to develop a complete list of findings and recommendations (see attached CRB comments summary).

Funding Source:

N/A

Recommended Action:

Recommended Motion

I motion to accept staff's recommendations for implementation of the First-Year Action Plan for parking management.

ATTACHMENTS:

	Description	Upload Date	Type
□	First-Year Action Plan - Staff Recommended	9/28/2018	Attachment
□	Future Paking Needs Analysis - Executive Summary/Recommendations and Interviews - Report 1	9/28/2018	Attachment
□	Identifying Parking Inventory - Report 2	9/28/2018	Attachment

▢	Parking Utilization Observation - Report 3	9/28/2018	Attachment
▢	Community Stakeholder Meetings - Report 4	9/28/2018	Attachment
▢	Parking Demand Projection and Parking Structure Conceptual - Report 5	9/28/2018	Attachment
▢	CRB Meeting Summary	9/10/2018	Backup Material
▢	CRB Meeting Minutes 08/07/18	8/8/2018	Backup Material

CITY OF STUART, FLORIDA AGENDA ITEM REQUEST Community Redevelopment Agency

Meeting Date:8/26/2019

Prepared by:Pinal Gandhi-Savdas

Title of Item:

DISCUSS SEEKING PROPOSALS FOR EXCLUSIVE VALET SERVICE OPERATOR ON THE CITY HALL PARKING LOT AND BEHIND THE ANNEX BUILDING DURING THE PEAK SEASON.

Summary Explanation/Background Information on Agenda Request:

Staff is requesting to seek proposals for exclusive valet parking service on the City Hall parking lot and behind the Annex Building (see attached location map). The valet service will only be during the peak season, Thursday thru Saturday in the evenings from 5:00 PM - 10:00 PM, from December - May. The valet service will not impact the regular City Hall business hours.

In the previous years, the City had an agreement with the valet service operator to set-up valet in front of the City Hall and utilize the public parking lot behind the Stuart Heritage Museum (Feed Store) for storing cars. The Downtown Valet Parking Program allowed the public to valet their vehicle at a cost of \$5 per car, Friday and Saturday evenings from 5 PM - 10 PM, from December - June. The valet service paid the City a flat fee of \$125 per month for the operation of the valet service and the use of right-of-way.

However, last year when the City implemented extending the 3-hour parking restrictions to 8 PM to promote exterior parking for downtown employees and increase opportunity for visitor parking, the valet service operator noticed that the downtown employees started parking behind the Feed Store where there is no time restrictions leaving little to no space available for valet parking storage. The valet service had to turn away people because there was no parking space available.

Currently, there are about 60 parking spaces available with the two lots combined (City Hall parking lot and behind the Annex Building). An advantage of exclusive valet parking is that valets can park cars closer and stack cars, which will help to double the number of cars they can park with the two parking areas (120 cars or more). With the exclusive valet program, we will provide more car storage, convenient service and location, less wait time, less stress, reduce traffic congestion from drivers searching for parking space, and efficient service to give a better experience for our visitors in downtown. The program will exclude the public parking area behind the Feed Store.

The proposal will require the valet service operator to provide revenue sharing program and data on the customers served to determine the demand for the service and desire to pay for convenient parking. The service will be provided at the Operator's sole cost and expense. The proposed program would be during season for one (1) year and the City would have the option for continuing the program based on the findings and feedback.

The proposed program was recently presented to MainStreet and Downtown Business Association (DBA) and they are in support of exclusive valet program on City parking lots (see attached).

The RFP will be brought forward to the City Commission for approval in September.

Funding Source:

N/A

Recommended Action:

Staff is requesting to prepare a RFP for exclusive valet service operation on City Hall parking lot and behind the Annex Building.

ATTACHMENTS:

Description	Upload Date	Type
▢ Proposed Valet Parking Location Map	7/18/2019	Backup Material
▢ Letters of Support	8/16/2019	Backup Material

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION**

Meeting Date: 9/9/2019

Prepared by: Pinal Gandhi-Savdas

Title of Item:

RFP FOR VALET SERVICE OPERATOR (RC):

RESOLUTION No. 83-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO ADVERTISE A REQUEST FOR PROPOSAL (RFP) FOR VALET OPERATOR TO PROVIDE VALET PARKING SERVICES IN THE DOWNTOWN AREA; PROVIDING AN EFFECTIVE DATE; AND FOR OTHER PURPOSES.

Summary Explanation/Background Information on Agenda Request:

Staff is requesting to issue Request for Proposal (RFP) for valet parking services on the City Hall parking lot and behind the Annex Building. The valet service will be during the peak season, Thursday thru Saturday in the evenings from 5:00 p.m. - 12:00 a.m. from December 1, 2019 - May 30, 2020. The valet service will not impact the regular City Hall business hours.

In the previous years, the City had an agreement with the valet service operator to set-up valet in front of the City Hall and utilize the public parking lot behind the Stuart Heritage Museum (Feed Store) for storing cars. The Downtown Valet Parking Program allowed the public to valet their vehicle at a cost of \$5 per car, Friday and Saturday evenings from 5 PM - 10 PM, from December - June. The valet service paid the City a flat fee of \$125 per month for the operation of the valet service and the use of right-of-way.

However, last year when the City implemented extending the 3-hour parking restrictions to 8 PM to promote exterior parking for downtown employees and increase opportunity for visitor parking, the valet service operator noticed that the downtown employees started parking behind the Feed Store where there is no time restrictions leaving little to no space available for valet parking storage. The valet service had to turn away people because there was no parking space available.

Currently, there are about 60 parking spaces available with the two lots combined (City Hall parking lot and behind the Annex Building). An advantage of exclusive valet parking is that valets can park cars closer and stack cars, which will help to double the number of cars they can park with the two parking areas (120 cars or more). With the exclusive valet program, we will provide more car storage, convenient service and location, less wait time, less stress, reduce traffic congestion from drivers searching for parking space, and efficient service to give a better experience for our visitors in downtown. The program will exclude the public parking area behind the Feed Store.

The proposal will require the valet service operator to provide revenue sharing program and data on the customers served to determine the demand for the service and desire to pay for convenient parking. The service will be provided at the Operator's sole cost and expense. The proposed program would be during season for one (1) year and the City would have the option for continuing the program based on the findings and feedback (see attached Scope of Services) .

The proposed program was recently presented to MainStreet and Downtown Business Association (DBA) and they are in support of exclusive valet program on City parking lots (see attached).

Funding Source:

N/A

Recommended Action:

Motion to approve Resolution No. 83-2019 to issue RFP to provide valet service in downtown Stuart.

ATTACHMENTS:

Description	Upload Date	Type
▣ Resolution No. 83-2019	8/29/2019	Resolution add to Y drive
▣ Valet Scope of Services	8/29/2019	Exhibit
▣ Letters of Support	8/16/2019	Backup Material

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
Joint CCM/CRA/CRB**

Meeting Date: 10/28/2019

Prepared by: Pinal Gandhi-Savdas

Title of Item:

LICENSE AGREEMENT FOR VALET PARKING SERVICES PILOT PROGRAM (RC):

RESOLUTION No. 101-2018; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE CITY OF STUART AND THE PARKING SOLUTION TO UTILIZE THE PARKING LOT LOCATED BEHIND THE ANNEX BUILDING AND CITY HALL PARKING LOT FOR THE PURPOSE OF OPERATING A DOWNTOWN VALET PARKING SERVICES PILOT PROGRAM.

Summary Explanation/Background Information on Agenda Request:

On September 9, 2019, the City Commission authorized to issue a Request for Proposal (RFP) for the Downtown Valet Parking Services Pilot Program. The RFP was released on September 18, 2019. The City received one response from qualified operator. The proposal is from The Parking Solution, the company that has been operating the Downtown Valet Parking Program for the previous four years.

A selection committee consisting of City and CRA staff, Stuart Main Street board member and Downtown Business Association (DBA) board member was formed to review the proposal.

In the absence of competitive proposals, the committee evaluated The Parking Solution based on previous performance and experience in Downtown Stuart and the fact that they maintained their previous rate of \$5.00 per parked car to visitors despite reporting little to no revenue on Downtown parking in the last two years. They also provide parking services for other businesses in Stuart including LouRonzo’s Italian Restaurant in downtown, Mondo WoodFire Grill, Dinallo’s, Fresh Catch and Atlantic Symphony Orchestra at Lyrics.

The Downtown Valet Parking Services Pilot Program will be operated during the peak season, Thursday thru Saturday in the evenings from 5:00 PM – 10:00 PM from December 1, 2019 – May 31, 2020, with the option to extend the contract two times for one-year renewals, for a total of three years. The valet service provider will use the City’s designated parking areas including the City Hall parking lot and the parking spaces behind the annex building, which has about 60 parking spaces available with the two lots combined. The valet operator will be able to park cars closer and stack cars, which will allow to increase the car storage.

The goal of the valet parking pilot program is to enhance the customer experience in Downtown Stuart and provide an overall benefit by achieving the following objectives:

- Increase overall parking capacity to meet the demand during season;
- Create a positive customer service with the objective of repeat business;
- Provide a greater convenience for Downtown visitors;
- Improve visitor’s shopping and dining experience.

It is recommended that the City enter into an agreement with The Parking Solution based on their experience, qualifications, customer cost (\$5), and their proposed flat fee of \$150 per month and revenue sharing of \$2.50 for each car parked after the first 40 cars parked on each day of service. Below is a table of possible revenue sharing with the City after 40 paid customers on nightly basis:

# of parked cars/night	> 40 paid customer/night	Revenue Split/night
50	10	\$25
60	20	\$50
70	30	\$75
100	60	\$150
120 (max)	80	\$200

Approval of this item allows the City to properly manage parking and enhance accessibility in the downtown. There is no cost to the City to operate this program. The valet parking program has the potential to generate additional revenue for the City. Staff is in the process of finalizing a license agreement with the vendor. It should be complete by the time the meeting takes place.

Funding Source:

N/A

Recommended Action:

City Commission Action Item:

Motion to approve Resolution No. 101-2019 to execute license agreement with The Parking Solution.

ATTACHMENTS:

	Description	Upload Date	Type
▢	Resolution No. 101-2019 Downtown Valet Parking Pilot Program	10/18/2019	Resolution add to Y drive
▢	Proposal List	10/17/2019	Backup Material
▢	The Parking Solution Proposal Submittal	10/17/2019	Backup Material
▢	Final RFP Advertised	10/17/2019	Backup Material
▢	Agenda Item Spetember 9, 2019	10/17/2019	Backup Material



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 101-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZING THE EXECUTION OF A LICENSE AGREEMENT BETWEEN THE CITY OF STUART AND THE PARKING SOLUTION TO UTILIZE THE PARKING LOT LOCATED BEHIND THE ANNEX BUILDING AND CITY HALL PARKING LOT FOR THE PURPOSE OF OPERATING A DOWNTOWN VALET PARKING SERVICES PILOT PROGRAM.

* * * * *

WHEREAS, the City of Stuart City Commission authorizes to execute license agreement to The Parking Solution for the operation of a Downtown Valet Parking Services Pilot Program.

WHEREAS, the City of Stuart City Commission recognizes the public benefit to provide valet service as an additional amenity to the downtown.

WHEREAS, the City of Stuart City Commission finds that providing a valet parking in the common parking lots during season will provide more efficient and convenient parking downtown which benefit the downtown businesses, residents and visitors.

WHEREAS, the Downtown Business Association and Stuart Main Street support downtown valet parking as service that provides parking options for those visiting the historic downtown.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Downtown Valet Parking Services Pilot Program shall utilize the City Hall parking lot located at 121 SW Flagler Avenue, as well as the parking lot behind the annex building located at 101 SW Flagler Avenue for the valet service;

Resolution No. 101-2019
 Downtown Valet Parking Services Pilot Program

SECTION 2: The City Manager and City Clerk are hereby authorized and directed to execute the license agreement between the City of Stuart and The Parking Solution, from December 1, 2019 until May 31, 2020, with the option of two (2) additional renewals, upon the mutual written agreement of both parties. The license agreement is attached as “Exhibit A”.

SECTION 3: The Parking Solution shall pay the City of Stuart a flat fee of \$150 per month and revenue sharing fee of \$2.50 for each car parked after the first 40 cars parked nightly. The fees will be deposited in the General Revenue Funds.

SECTION 3: This resolution shall take effect upon adoption.

Commissioner GLASS LEIGHTON offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner MEIER and upon being put to a roll call vote, the vote was as follows:

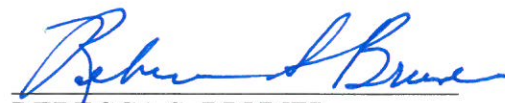
REBECCA S. BRUNER, MAYOR
 EULA R. CLARKE, VICE MAYOR
 KELLI GLASS LEIGHTON, COMMISSIONER
 MERRITT MATHESON, COMMISSIONER
 MIKE MEIER, COMMISSIONER

YES	NO	ABSENT	ABSTAIN
Y			
Y			
Y			
Y			
Y			

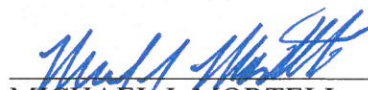
ADOPTED this 28th day of October, 2019.

ATTEST:


 MARY R. KINDEL
 CITY CLERK


 REBECCA S. BRUNER
 MAYOR

REVIEWED FOR FORM AND
 CORRECTNESS:


 MICHAEL J. MORTELL
 CITY ATTORNEY



LICENSE AGREEMENT
DOWNTOWN VALET PARKING

THIS LICENSE AGREEMENT made and entered into this 5th day of November, 2019 by the CITY OF STUART, FLORIDA, a municipal corporation of the State of Florida, 121 S.W. Flagler Avenue, Stuart, Florida 34994, hereinafter the "City," and **THE PARKING SOLUTIONS** a Florida limited liability corporation, with a principal address of 1619 Cetona Drive Boyton Beach, Florida 33436, hereinafter the "Licensee."

WHEREAS, the city commission has determined that it is appropriate and proper to provide for the valet services to the downtown customers.

WHEREAS, the Licensee has been selected pursuant to the Request for Proposals which was published by the City of Stuart pursuant to its procurement procedures.

WHEREAS, the City Commission finds that dedicating the parking lots adjacent to City hall for Valet Parking only will result in public benefit by providing more efficient and additional parking spaces for visitors to the downtown area.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, THE CITY DOES HEREBY GRANT THIS EXCLUSIVE LICENSE TO "The Parking Solutions LLC" to use the City's designated parking areas as **identified in attachment A**, in accordance with the conditions as set forth below:

1. The Licensee agrees to provide valet service Thursday thru Saturday, 5:00 PM to 10:00 PM. Increasing and decreasing days and times to accommodate for customer demand may be proposed by the licensee or City and will be subject to mutual approval.
2. The Parking Solutions LLC shall pay the sum of \$150.00 per month on or before the first day of each month beginning December 1, 2019 and continuing thereafter until May 31, 2020 for the 2019/2020 season.
3. The Parking Solutions shall pay to the City the sum of \$2.50 for each automobile parked after the first forty (40) cars parked each night.

4. The First Payment of \$150.00 shall be made upon execution of this agreement but no later than on December 1, 2019. Thereafter, a payment of \$150.00 shall be made on or before the First Day of each month hereafter for the months of January 2020, through May 31, 2020.
5. The Parking Solutions shall be allowed to begin reserving spaces by placing cones at 4:45 p.m. as each car vacates the lot.
6. The 15-minutes parking spaces in front of the City Hall shall not be reserved by placing cones until 5:00 PM as each car vacates the lot.
7. The Parking Solutions shall provide weekly reports to the CRA Administrator by Tuesday of the following service week, which include the following information:
 - The start and end time of service each day
 - Provide weekly spreadsheet with ticket number identified for each customer served on each day of operation.
 - Maintain accounting records of all income and expenses related to revenue collection and provide a weekly summary to the City
 - Complaints received and the resolution of the complaint
 - Customer wait times for drop off and retrieving vehicles
 - Staffing levels for each day of service
 - Documentation describing incidents or accidents
 - On each day of service at 6:00 PM., the operators shall record and provide the number of cars in valet parking areas not parked by the valet service. This information shall be used to determine the number of spaces being utilized by "hold over" automobiles. In the event there is an on-going problem with cars remaining in valet parking areas after 6:00 pm, the valet operator shall have the right to request solutions related to parking enforcement and implement procedure to now allow cars to remain after 5:00 pm to allow more organized car storage.
8. The parties agree to reserve 7 parking spaces for board members during public meetings on 2nd and 3rd Thursday of the month. In addition, the City shall reserve the right to provide a voucher to board members parking in the lot during public meetings to waive the valet fees. Parking Solutions agrees to honor said vouchers.
9. The parties agree to reserve maximum of 6 parking spaces for City marked vehicles.
10. The term of this license agreement shall be for approximately Six (6) Months, beginning on

December 1, 2019, and ending on May 31, 2020, with the option of two (2) additional one (1) year renewals, upon the mutual written agreement of both parties.

11. **Cancellation of License.** This agreement may be cancelled at any time by the City due to breach of the agreement.
12. **Additional Authorizations Required.** During the term of this License, the Licensee shall obtain and maintain all required business tax receipts, corporate registrations, licenses, permits and approvals, and shall furnish a copy to the City whenever the same is obtained, renewed or otherwise requested. The Licensee shall also furnish a copy, within five (5) days, of any action, report, violation notice or other material item referring to said governmental approvals that is later received by the Licensee.
13. **Indemnification.** Licensee hereby indemnifies and holds the City, its officials, employees and agents harmless from any and all torts, claims, injuries, damages, or sums due, arising out of this License, and further agrees to provide a suitable defense for the City in the event that any legal action is instituted against the City for actions or inactions arising out of any injury, tort, damage, or claim as described herein.
14. **Insurance Required** The Licensee shall provide "all risk" liability insurance coverage for the City in an amount of not less than One Million (\$1,000,000) Dollars per Occurrence. A certificate of insurance showing the "City of Stuart, its officials, agents and employees" as "additional insureds" shall be provided to the City Clerk and shall be maintained throughout the term of the License. Said Certificate shall include the condition that the insurance provided shall not expire without thirty (30) days written notice to the City.
15. **Terms subject to modification.** Unless this License is amended by the City, there are no other terms or conditions express or implied that pertain to the License. However, the City reserves the right to modify the non-monetary terms and conditions of this License.

16. **Miscellaneous.** If legal action is required to enforce the terms of this License, the prevailing party shall be entitled to reasonable attorney's fees and costs, at all levels. If any material term, condition, or provision of this License is determined to be unenforceable or illegal, for any reason, the entire License may be reformed by joint agreement of the parties, or it may be cancelled by the City. This License supersedes any prior or contemporaneous oral or written agreements of the parties, but the License is nonetheless subject to all applicable governmental laws, ordinances and regulations, and if in conflict with the same, and not otherwise deemed illegal, the more stringent provision, as solely determined by the City, shall prevail.

Witness our duly authorized signatures on this License Agreement, as executed on the day and year first above written.

Signatures are on following page

ATTEST:

Mary R. Kindel
MARY R. KINDEL
CITY CLERK

Rebecca S. Bruner
REBECCA S. BRUNER
MAYOR

APPROVED AS TO FORM
AND CORRECTNESS:

Michael Mortell
MICHAEL MORTELL
CITY ATTORNEY



WITNESS:

[Signature]

LICENSEE

THE PARKING SOLUTIONS

BY: Scott Jackson



CERTIFICATE OF GARAGE INSURANCE

DATE (MM/DD/YYYY)
11/07/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

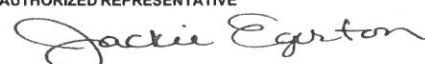
PRODUCER		CONTACT NAME: Jackie Egerton	
Jacobs Insurance Agency		PHONE (A/C, No, Ext): (561) 967-8400	FAX (A/C, No): (561) 967-9088
2328 S Congress Avenue		E-MAIL ADDRESS: Jackie@jacobsfl.com	
Suite 2A		INSURER(S) AFFORDING COVERAGE	
West Palm Beach FL 33406		INSURER A: INDIAN HARBOR INS CO	NAIC # 36940
INSURED		INSURER B: STARSTONE	
THE PARKING SOLUTIONS & VALET Co, LLC		INSURER C: SEABRIGHT INS CO	
1619 Cetona Drive		INSURER D:	
Boynton Beach FL 33436		INSURER E:	
		INSURER F:	

COVERAGES PROD / CUSTOMER ID: PARKI-1C **CERTIFICATE #:** **REVISION #:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> Valet <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS USED IN GARAGE BUSINESS	x		0900201312	08/29/2019	08/29/2020	AUTO ONLY (Ea accident) \$ 1,000,000 OTHER THAN AUTO ONLY EA ACCIDENT \$ 1,000,000 AGGREGATE \$ 2,000,000
A	<input checked="" type="checkbox"/> GARAGE KEEPERS LIABILITY <input type="checkbox"/> LEGAL LIABILITY <input type="checkbox"/> DIRECT BASIS <input checked="" type="checkbox"/> PRIMARY <input type="checkbox"/> EXCESS	x		0900201312	08/29/2019	08/29/2020	<input checked="" type="checkbox"/> COMP / OTC SPECIFIED PERILS LOC \$ 1,425,000 <input checked="" type="checkbox"/> COLLISION LOC \$ LOC \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	x		R89434190ALI	08/29/2019	08/29/2020	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
C	<input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under REMARKS below		N/A	WCSBK1020130001	06/06/2019	06/06/2020	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 100,000 E.L. DISEASE - EA EMPLOYEE \$ 100,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

REMARKS (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
LISTED AS ADDITIONAL INSURED VALET PARKING AT 121 SW FLAGLER

CERTIFICATE HOLDER	CANCELLATION
CITY OF STUART 121 SW FLAGLER AVE STUART, FL 34996	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 

© 2010-2015 ACORD CORPORATION. All rights reserved.

**CITY OF STUART, FLORIDA
AGENDA ITEM REQUEST
CITY COMMISSION**

Meeting Date: 11/25/2019

Prepared by: Pinal Gandhi-Savdas

Title of Item:

LOURONZO'S LICENSE AGREEMENT FOR DOWNTOWN PUBLIC/PRIVATE VALET PARKING SERVICES (RC):

RESOLUTION NUMBER 104-2019; A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF STUART AND LOUIS SHAPO AND LOURONZO'S INC., DOING BUSINESS AS LOURONZO'S RESTAURANT, THE OPERATION AND UTILIZATION OF THE THREE LOADING ZONE PARKING SPACES ON THE EAST SIDE OF SE COLORADO AVENUE ADJACENT TO LOURONZO'S RESTAURANT FOR THE PURPOSE OF OPERATING A PUBLIC/PRIVATE VALET PARKING SERVICES.

Summary Explanation/Background Information on Agenda Request:

The Downtown Public/Private Valet Parking Services license agreement allows LouRonzo's to utilize 3 designated "loading zone" parking spaces on the east side of SE Colorado Avenue adjacent to LouRonzo's Restaurant for the purpose of providing valet parking for its operation. In return, LouRonzo's provides valet parking services to downtown visitors on their private parking lots as shown on the map in the attached License Agreement.

The agreement allows LouRonzo's to charge \$5 per car to any downtown visitors going to other shops or restaurants and provide complimentary valet service to its customers. The valet service will be provided throughout the year, Monday thru Sunday in the evenings from 4:00 PM – 12:00 AM. At all other times, the valet drop-off location will be used as the loading zone area.

LouRonzo's will pay a flat fee of \$150 per month (annual fee of \$1,800) to the City to utilize the three "Loading Zone" parking spaces adjacent to the restaurant for valet drop-off location. Typically, the City charges monthly rental fee of \$121 per parking space for the outdoor dining program on public property. However, the valet parking license agreement allows LouRonzo's to pay discounted fee in exchange for providing valet service to downtown visitors at the south end of the historic district.

This license agreement with LouRonzo's will allow the City to continue to provide valet service on the south end of the historic district, in additional to the recently approved Downtown Valet Parking Services Pilot Program on the City Hall parking lot and parking spaces behind the annex building. The valet programs eliminate hassle of finding parking, increase parking supply and enhance the parking experience for downtown visitors during the busy peak season. LouRonzo's is currently using 'The Parking Solution', which is the same valet service provider that the City will be using for the Downtown Valet Parking Pilot Program, to provide valet services in downtown. Both valet programs are no cost to the City. It allows to effectively manage parking and generate additional revenue for the City.

Funding Source:

N/A

Recommended Action:

Motion to approve Resolution No. 104-2019.

ATTACHMENTS:

Description	Upload Date	Type
▢ Resolution No. 104-2019	11/5/2019	Resolution add to Y drive
▢ Exhibit A - License Agreement	11/7/2019	Exhibit



**BEFORE THE CITY COMMISSION
CITY OF STUART, FLORIDA**

RESOLUTION NUMBER 104-2019

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA TO AUTHORIZING THE MAYOR AND THE CITY MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE CITY OF STUART AND LOUIS SHAPO AND LOURONZO'S INC., DOING BUSINESS AS LOURONZO'S RESTAURANT, THE OPERATION AND UTILIZATION OF THE THREE LOADING ZONE PARKING SPACES ON THE EAST SIDE OF SE COLORADO AVENUE ADJACENT TO LOURONZO'S RESTAURANT FOR THE PURPOSE OF OPERATING A PUBLIC/PRIVATE VALET PARKING SERVICES.

* * * * *

WHEREAS, the City of Stuart City Commission authorizes LouRonzo's to provide valet parking service to its customer and downtown visitors.

WHEREAS, the City of Stuart City Commission recognizes the public benefit to provide valet service as an additional amenity to the downtown.

WHEREAS, the Downtown Business Association and Stuart Main Street support downtown valet parking as service that provides parking options for those visiting the historic downtown.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF STUART, FLORIDA that:

SECTION 1: The Downtown Stuart Valet Parking Services shall utilize the three "loading zone" parking spaces located in front of 301 S Colorado Avenue as the staging and loading area for the valet service;

Resolution No. 104-2019
Downtown Stuart Valet Parking Services

SECTION 2: The City Manager and City Clerk are hereby authorized and directed to execute the license agreement between the City of Stuart and LouRonzo's, for a period of one (1) year beginning December 1, 2019, with an automatic annual renewal. The license agreement is attached as "Exhibit A".

SECTION 3: LouRonzo's shall pay the City of Stuart a flat fee of \$150 per month, which will be deposited in the General Revenue Funds.

SECTION 4: This resolution shall take effect upon adoption.

Commissioner _____ offered the foregoing resolution and moved its adoption. The motion was seconded by Commissioner _____ and upon being put to a roll call vote, the vote was as follows:

REBECCA S. BRUNER, MAYOR
EULA R. CLARKE, VICE MAYOR
KELLI GLASS LEIGHTON, COMMISSIONER
MERRITT MATHESON, COMMISSIONER
MIKE MEIER, COMMISSIONER

YES	NO	ABSENT

ADOPTED this _____ day of _____, 2019.

ATTEST:

CHERYL WHITE
CITY CLERK

REBECCA S. BRUNER
MAYOR

REVIEWED FOR FORM AND
CORRECTNESS:

MICHAEL MORTELL
CITY ATTORNEY



LICENSE AGREEMENT

REGARDING VALET PARKING (LOURONZO'S)

THIS REVOCABLE PERMIT is made between Louis Shapo and LouRonzo's Inc., d/b/a "LouRonzo's Restaurant" (LouRonzo's) and the City of Stuart, Florida, a municipal corporation (City), concerning the implementation of a public/private valet parking service in the historic downtown district of the City of Stuart. The purpose of this agreement is to grant a license to LouRonzo's for the commercial use of a portion of the City's public right of way.

WHEREAS, the City has exclusive control over the City's public rights of way, including the three "Loading Zone" parking spaces (3 spaces) on the east side of SE Colorado Avenue adjacent to LouRonzo's restaurant; and

WHEREAS, the City has previously allowed LouRonzo's to utilize the 3 spaces in return for their leasing private parking lots with not less than 30 additional parking spaces at the south end of the historic district, more specifically described in a drawing included herein as "LouRonzo's Leased Parking Lots;" and

WHEREAS, the City also desires to license LouRonzo's to provide public/private valet parking services throughout the year, Monday thru Sunday in the evenings from 4:00 PM – 12:00 AM.

NOW, THEREFORE, the City and LouRonzo's agree to the following:

1. VALET PARKING SERVICE LOCATION – PUBLIC AND PRIVATE.
LouRonzo's, by and through the Valet, shall provide the valet parking service only from the three designated "Loading Zone" parking spaces to the "LouRonzo's Leased Parking Lots," as shown below. The Valet shall also be entitled to reserve the three "loading" spaces on Colorado Avenue for its operations.



Map above identifies “LouRonzo’s Leased Parking Lots” and “loading” spaces highlighted in green.

2. FREQUENCY OF SERVICE – PUBLIC/PRIVATE. LouRonzo’s may provide public/private valet parking services throughout the year, Monday thru Sunday in the evenings from 4:00 PM – 12:00 AM. LouRonzo’s may provide private valet parking services at other throughout the week, at times agreeable to the City and LouRonzo’s. At all other times, the valet drop location shall be used as the loading zone area.
3. PAYMENT FOR USE OF RIGHT OF WAY. The minimum charge per car shall be \$5.00 for any downtown visitors. LouRonzo’s shall pay \$150.00 per month to the City of Stuart. Payment shall be made on the first of each month to the City’s Financial Services Department located at City Hall.
4. LIABILITY AND SOVEREIGN IMMUNITY. As between the City and LouRonzo’s, subject to the limitations of Florida law, LouRonzo’s hereby assumes full liability for the negligence of its agents and employees. Nothing in this license agreement shall be deemed a waiver of City’s sovereign immunity afforded by the Florida Constitution, and the provisions of Sec. 768.28, Fla. Stat., nor shall the City consent to be sued by third parties.
5. IDEMNIFICATION AND INSURANCE. LouRonzo’s and its agents hereby indemnifies and holds the City harmless from any and all claims, injury or damage to persons or property caused in any manner whatsoever. LouRonzo’s shall provide the

City with proof of insurance demonstrating liability coverage in the amount of at least \$1,000,000 and adding Stuart as an additional insured.

6. SIGNAGE. Temporary signs advertising the Public valet service shall have a white background with blue lettering which clearly states “Downtown Stuart Valet Parking.” Temporary signs advertising the Private valet service shall be in a paint scheme acceptable to the City. All signage must be approved by the CRA Administrator. The signs shall be maintained in good condition, and placed in the designated locations as approved by the CRA Administrator. No signs shall be positioned earlier than 4:00 PM and must be removed each evening no later than 12:00 AM. LouRonzo’s is responsible for securing the signs.
7. BUSINESS COMMUNICATIONS. The City’s CRA Administrator will meet with LouRonzo’s to address any questions or concerns with the public/private valet parking services.
8. EFFECTIVE DATE. This agreement shall become effective upon signature by the authorized officials and will remain in effect for a period of one (1) year beginning December 1, 2019, with an automatic annual renewal. Either party shall have the right to terminate this agreement at any time by providing 30 days written notice.
9. Assignments and Amendments. This Agreement or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by the City or the County, without the prior written consent of the parties.
10. It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
11. Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice.
12. Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
13. Severability. If any provision of this Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to the persons or situations other than those as to which it shall have been held invalid or unenforceable shall not

be effected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

14. Governing Law and Attorney's Fees. This Agreement shall be governed by the law of the State of Florida with venue lying in Martin County. The parties agree that each shall be responsible for their own costs and attorney's fees incurred as a result of a dispute between the parties concerning this Agreement.

15. Entire Agreement. This Agreement embodies the entire agreement between the parties. It may not be modified or terminated except as provided herein. It is further understood and agreed that this document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements, whether oral or written.

16. The Licensor does not waive any protections it may have under Section 768.28, Florida Statutes, including but not limited to any amounts which exceed the limits provided for tort liability provided by law.

ATTEST:

DAVID DYESS
CITY MANAGER

ATTEST:

LOUIS SHAPO, LOURONZO'S